

MODEL CONTRACT – SECTION A

COVER PAGE - SF-1442

SECTION B - SUPPLIES OR SERVICES  
AND PRICES/COSTS

B.1 CONTRACT PRICE

The Contractor shall complete all work (including furnishing all labor, material, equipment and services) required under this contract for the following firm fixed price and within the time specified. This price shall include all labor, materials, overhead (including insurance required by FAR 52.228-4, Workers' Compensation and War-Hazard Insurance, which shall be a direct reimbursement), and profit.

\_\_\_\_\_ Total Price

B.2 VALUE ADDED TAX

VALUE ADDED TAX (VAT). The Contractor shall include VAT as a separate charge on the Invoice and as a separate line item in Section B.

B.3 TYPE OF CONTRACT

This is a firm, fixed- price contract payable entirely in the currency indicated in the SF-1442. No additional sums will be payable for any escalation in the cost of materials, equipment or labor, or because of the Contractor's failure to properly estimate or accurately predict the cost or difficulty of achieving the results required. The Government will not adjust the contract price due to fluctuations in currency exchange rates. The Government will only make changes in the contract price or time to complete due to changes made by the Government in the work to be performed, or by delays caused by the Government.

The Government will make payments based on quantities and unit prices only to the extent specifically provided in the contract.

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## 1.0 INTRODUCTION / SCOPE

- 1.1 Project Description: The U.S. Department of State (DOS) has a requirement for a photovoltaic installation at the U.S. Embassy Warehouse in Bridgetown, Barbados. The upgrades described in Section 2 include a Photovoltaic (PV) installation. This is a requirement for a full design and construction of complete functional systems.
- 1.2 Construction shall be completed within the Contract Award Amount identified in Contract Section A.
- 1.3 Construction shall be performed within the period of performance identified in Contract Section F.
- 1.4 **Photovoltaic Construction, with 100% design:** The contractor shall provide for the design and construction of a new fixed roof mounted photovoltaic (PV) renewable power generation system, sized at 65kW (Kilowatt) AC system capacity, and located on the warehouse compound. The system shall include balance of system (BOS) components, inverters, power integration, metering, and an internet connected Data Acquisition System. The contractor is required to provide complete design including electrical, and structural analysis of the existing building.
- 1.5 **Design-Build Effort:**

A. Contractor shall provide proposals for design and construction of the following:

- 65kW AC - Roof Mounted PV

- 1.2 The design shall include full sets of drawings, calculations, and specifications, following 2015 OBO Design and Engineering standards. (See Attachment J.2).

## 2.0 PROJECT WORK SPECIFICS

- 2.1 Contractor shall provide complete design and construction services, and contract coordination and supervision, including but not limited to the management, professional design services, and construction necessary to meet requirements of this contract.
- 2.2 Project Work Specifics – Base Requirement – Photovoltaic design and installation.
- 2.3 The Embassy requires the Contractor to:

### A. Design and Construct Fixed Mount Photovoltaic Installation.

Design and construction shall include fixed mounted photovoltaic system that provide grid interactive renewable electricity. This shall include the structural and electrical analysis of the facility. The system must be designed and installed to accommodate all seismic and weather events for the location. The system shall be fixed mounted, with proper roof integration to guarantee no compromise of the roofing system.

1. Contractor shall provide a complete Data Acquisition System (DAS) as described in specification 263105, with a weather station, and internet capability for off-site

review and monitoring. The contractor shall submit screen mock ups for the display system in the design documentation, for approval by the contracting officer.

2. Contractor shall provide all equipment, labor, and materials to complete the installation and activation of an operational photovoltaic system connected to and integrated with the warehouse electrical system. The contractor shall provide balance of system components including modules, cable management, combiner boxes, fuse blocks and fuses, conduit, cabling, inverters, and AC combiner panel-boards. This equipment shall be designed and installed to be aesthetically pleasing for the exterior of a diplomatic facility and for demonstrating to the public a high quality installation. The contractor shall also ensure the system's ease of operation and maintenance. Inverters shall be capable of integrating to the existing utility. Inverters shall be string type.
3. The Embassy has solar panels (Suniva 270OPT) available for this project. Contractor bids should include a credit for the Embassy providing the panels. All other material will be provided by the Contractor and should be included in the bid.
4. Contractor shall provide for and make the final connection to the warehouse electrical system and integrate with the utility company and local authority requirements. It shall be the responsibility of the contractor to determine a viable path for the power feeder and the DAS wiring from the PV system to the electrical connection point.
5. Contractor shall coordinate with the local electrical utility company to ensure that all requirements are met for a grid-tied PV system.
6. Contractor shall provide a design in accordance with the current 2015 OBO Design Standards and Code Supplements, and meet all the requirements of the current version of the National Electrical Code (NFPA 70 2014). The design shall be provided as described in this statement of work. The contractor shall coordinate with the utility regarding installation of a utility-owned net meter.
7. It shall be the responsibility of the contractor to coordinate with local authorities (including zoning, building department, historic review, and Utility) to ensure that all permit requirements are met.

### **3.0 GENERAL REQUIREMENTS**

- 3.1 The Contractor shall provide the Mission with design and construction services as required to provide a complete operating system for the contract. All work shall comply with the 2015 OBO Design and Engineering design guidelines and code supplements.
- 3.2 The contractor shall provide an ongoing work schedule to coordinate work on the compound.

3.3 Planned Service Interruptions - If any utility services must be discontinued temporarily to perform work, such interruptions shall be described and indicated on the project installation schedule. The description shall include the length of the interruption, its time (date, day of week, time of day, etc.), and a justification.

3.4 All work shall be executed in a diligent manner in accordance with a negotiated firm fixed price and performance period. The periods of performance for the requirement shall consist of a Site Visit/ Survey, Design Documents, and a Site Construction.

3.5 Normal Mission workweek is from Monday through Friday from **0800 to 1630**.

3.5.1 If work is required to be performed during non-normal workweek hours. Post will provide construction escorts. **Work required to be done during normal working hours shall be coordinated with the Facility Manager, COR and approved by the RSO.**

3.6 Materials delivered to the site shall be marked as follows:

United States Embassy Photovoltaic Installation Bridgetown, Barbados
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3.7 Procurement and Shipping Deliverables: The Contractor shall provide 3 copies of the following to the COR.

3.7.1 Shipping Bill of Materials (BOM): The BOM shall list the equipment and materials in sufficient detail that a purchase order for the materials and equipment can be executed without further elaboration or specifications. The contractor shall, however, be ultimately responsible for any equipment and materials not listed in the BOM that are necessary for completion of the project.

3.7.2 Shipping Invoice: The Contractor shall submit appropriate invoices for materials when shipped. Any costs pertaining to taxes such as "VAT", government regulations, or any other extraordinary items shall be identified.

3.7.3 **Shipping Address:**

Consignee/ Notify Party: James Kania  
U.S. Ambassador  
U.S. Embassy Bridgetown  
Wilkey Business Park  
Wilkey, St. Michael  
Bridgetown, Barbados

3.7.4 **Telephone:** James Kania 227-4275

3.7.5 **Fax:** Fax: 227-4236

3.7.6 **Shipping Department Email:** KaniaJJ@state.gov

#### **4.0 CONTRACTOR RESPONSIBILITIES**

- 4.1 Contractor shall meet with the site security officer prior to commencement of work to determine security procedures and protocols. The contractor shall also follow all provisions identified in the Security Classifications Guidelines for handling and marking of documents and materials.
- 4.2 Contractor shall meet with the Mission FM prior to commencement of work to determine where the materials to be stored on site. Delivery and removal of materials shall be coordinated with the COR.
- 4.3 The contractor shall provide design individuals that are registered as professionals (professional Engineer, Registered Architects) in their discipline. Resumes and qualifications shall be provided within the contractor's proposal.
- 4.4 Permits and Licenses - Contractor is responsible for obtaining all permits (such as zoning, utility, historic preservation, construction, occupancy) and licenses required to execute the work.
- 4.5 Contractor shall provide all drawings and other design documents needed to obtain those permits and licenses for which they are responsible, as well as official translations as required to execute those permit actions.
- 4.6 The Contractor is responsible for safety and shall comply with all local labor laws, regulations, customs and practices pertaining to labor, safety and similar matters. The Contractor shall promptly report to the COR all accidents resulting in lost time, disabling or fatal injuries. Regular safety meetings shall be held among on-site contractor personnel, and safety concerns shall immediately be brought to the attention of the COR.
- 4.7 Any cost associated with services subcontracted by the Contractor shall be borne by and be the complete responsibility of the Contractor under the fixed price of this contract.
- 4.8 Contractor shall be and remain liable to the USG in accordance with applicable US law for all damages caused by the Contractor's negligent performance of any of the services furnished under this contract. The rights and remedies for the USG provided for under this contract are in addition to any other rights and remedies provided by US law.
- 4.9 Contractor's senior representative shall be responsible for briefing DOS personnel on the status of work. Contractor shall have all means to communicate with on-site personnel and OBO using state-of-the-art technologies for the industry including, but not limited to, electronic mail, facsimile, digitizing equipment, wireless phone or other means.

- 4.10 Contractor shall ensure that the overall program is executed smoothly, delivered on schedule, and within the project budget. The Contractor shall coordinate the efforts of all sub-contractors to ensure successful completion of the Work within schedule and cost.
- 4.11 Regular safety meetings shall be held among on-site contractor personnel, and safety concerns shall immediately be brought to the attention of the Post Safety and Health Officer (PSHO) and the Contracting Officer.
- 4.12 Any United States citizen working on the project located in Bridgetown, Barbados shall have a Medical Evacuation insurance policy and DBA Insurance policy.
- 4.13 The installation of the roof mount photovoltaic array will be on the US Embassy facility that is leased from the owner. The Contractor shall design the installation and provide drawings, attachment details, weight load calculations, warranty of installation, and insurance coverage to the landlord of the leased property for approval of installation before fabrication or installation begins.

**5.0 SITE VISIT / DESIGN SURVEY** Contractor shall under no circumstances incur any travel or other costs, or begin the travel to the site or work at site until a cable granting country clearance is received, facility access is granted to all visitors, **and** a signed authorization by the contracting officer is issued.

5.2 Following the pre-bid conference the contractor receiving the award shall survey the compound areas where construction will take place and become thoroughly familiarized with the existing conditions and conditions that will affect construction. Contractor shall ascertain all local permit requirements, licensing requirements, and the quality and availability of materials, sub-contractors, and equipment that may be needed to execute the contract; highlight any variances with information provided (for verification) in the contract; and propose any required action(s).

5.3 Contractor shall inspect and evaluate all available drawings and reports pertaining to the project or the existing conditions. Contractor shall field verify dimensions for existing conditions relevant to the project.

5.4 Other objectives of this survey are as follows:

- 5.4.1 Collection of additional survey data, to include architectural, structural, energy, mechanical and electrical disciplines.
- 5.4.2 Coordination with the local utilities and other local entities.
- 5.4.3 Review of the Post's power utility bills in order to determine load profile, cost of energy, and penalty charges.
- 5.4.4 Coordination with Post staff.
- 5.4.5 Determination of necessary construction administration services and other project management issues.



## **6.0 CONSTRUCTION DOCUMENTS**

- 6.1 Contractor shall submit all drawings to the COR for approval prior to releasing drawings to local permitting and/or licensing agencies for any permits.
- 6.2 Label drawings using generic terminology (e.g. office, restroom, mechanical space).
- 6.3 See 2015 OBO Design Standards Section A05 for generic drawing requirements and formats. Cover sheets shall be provided with each set. General notes and legend of abbreviations, line types, and symbols shall be provided.
- 6.4 The A&E Contractor shall submit designs for Final Construction Documents to the Government.
- 6.5 The design of mechanical, electrical, structural, or other engineering features of the work shall be accomplished or reviewed and approved by the Contractor's engineers. They shall be registered to practice in the particular professional field involved in a state or possession of the United States.
- 6.6 Construction Documents submitted to the Government shall include:

Site Plan: Identify buildings and the specific locations of various temporary facilities required during construction, including:

- Staging area(s);
- Location(s) of office containers;
- Location(s) of storage containers;
- Area(s) for storage of construction materials;
- Area(s) for recycling and disposal bins;
- Other area(s) for temporary use by the Contractor.

Demolition Plan: Show required demolition of existing equipment, piping and conduit. Demolition Plans shall clearly and unambiguously set forth the requirement for the Contractor to remove all unused or abandoned equipment, wire, conduits and piping, etc. To abandon in place is NOT permitted.

Proposed New Work: Provide details and cross-sections of the proposed work, as necessary to explain/illustrate the project. Details shall indicate the differences between existing and proposed conditions.

Specifications: Specifications shall delineate all equipment, materials, finishes and installation methods to be used. The specifications shall be submitted in the Master Spec format. Standard specifications maintained by OBO are provided in J.2 and must be used and followed for the materials where specifications are

provided. The specifications may be edited, however the edits must be tracked and submitted for the 35% and 60% submissions. The 100% and Final submissions may be clean documents without tracked changes, however no additional changes may be made after acceptance of 60% without written approval from COR.

Catalog Cuts: Identify all materials and products to be used. The specific manufacturer and model number used as the basis of design shall be listed for each item. Include maintenance and warranty information.

Design Calculations: Provide all relevant engineering calculations and analyses that form the basis for the proposed design.

- 6.7 Refer to J.2 Standard Design Requirements Documents.
- 6.8 Analysis and calculations shall be based on the 2014 NEC requirements.
- 6.9 OBO Standard Specifications Divisions serve as masters for preparation of the project's construction specifications. The contractor shall develop additional specifications using Master Spec as necessary to supplement the OBO standard specifications. The specification sections provided with the RFP are an inclusive set of OBO specifications.
- 6.10 Design and construction of any upgrades or additions to U.S. Diplomatic facilities is governed by OBO-adopted building codes as identified in Section 101 of the 2015 OBO Building Code. The design requirements are amended by NFPA supplements. NFPA supplements published as of the date the contractor executes a contract to design or to design and build shall be in effect. The host country's local building codes, including zoning requirements and product standards, are also applicable to the building project. Effective dates of the host country's codes and supplements and use of host country codes and standards shall be in accordance with 2015 OBO Building Code Section 101. In cases where the Host Country Code is more stringent, the Contractor shall submit an RFI to the COR for resolution.
- 6.11 The order of precedence of requirements is identified below, from highest to lowest precedence relative to Section C, Statement of Work only:
  1. Section C, Statement of Work
  2. OBO Building Codes (Building Codes)
  3. OBO Standard Specifications (OBO-SPEC)
  4. Other Contract Attachments
- 6.12 Design Criteria & Guidelines
- 6.13 The Design Builder shall design the project in accordance with the standards and guidelines outlined below:
  - Photovoltaic specifications (Specification Section 263105)

- Data Acquisition System (DAS) (Specification Section 263105)
- International Building Code (IBC) 2015
- 2015 OBO Building Code
- OBO Supplement to the National Electrical Code

6.14 The Design Builder shall coordinate their activities with the local building authorities and employ all local standards and codes that apply to this project as necessary.

6.15 Any code issues arising from the review of codes and standards will be brought to the attention of COR immediately.

6.16 Project Coordination shall be in accordance with the requirements outlined in the Base Contract. All contractual agreements or changes affecting the SOW, Design Builder's fee, or delivery of services must be approved by the CO prior to implementation.

6.17 Computer-Aided Design & Drafting (CADD) standards shall be in accordance with the requirements outlined in the 2015 OBO Design Standards.

6.18 **Calculation Requirements:**

The contractor shall provide relevant discipline calculations to include the minimum of:

6.18.1 Structural:

a) Gravity Design

Gravity loads to include, but not limited to Dead, Patterned Live, and Rain.

b) Design calculations of all elements, typical and critical cases, including but not limited to:

1. PV Support Framing
2. Existing roof structure analysis
3. Connections and joints where applicable
4. Equipment support elements

c) Lateral Design Calculations

5. Include code analysis and calculations to determine lateral loads including but not limited to Wind and Seismic loads.

d) Lateral load design calculations of all lateral-load-resisting elements, including but not limited to:

6. PV Support Framing
7. Existing roof structure
8. Connections and joints where applicable
9. Nonstructural elements and equipment support and bracing

e) Include calculations for checking the following as required by IBC code and OBO Code Supplement:

10. Drift
11. Deflection Compatibility
12. Torsion
13. Transfer of lateral loads to lateral-load-resisting elements and foundation structure.

#### 6.18.2 Electrical:

- a) Life Cycle Cost and Payback based on current and escalated utility rates and solar production
- b) Load flow calculations for circuit, wire, and overcurrent protection sizing
- c) Short circuit analysis and fault current analysis of selected equipment coordinated with facility electrical system.

#### **Design Documents:**

The design submittals shall be provided in the phases described below. In addition, provide design submittals to obtain local permits as necessary. For standard format requirements, see 2015 OBO Design Standards Section A05.

#### **Minimum Design submittal requirements**

This submission should be at complete. The following is required:

#### **Construction Documents**

Completion of Construction Documents including detailing and incorporation of review comments. The following is required:

#### **Architectural**

- Plans @ 1: 100 (minimum)
- Sections and Details
- Site Plan
- Specifications

#### **Civil/Geotechnical**

- Plans @ 1: 100 (minimum)
- Sections and Details
- Site Plan (including grading and utilities)
- Specifications

#### **Structural**

- Foundation Plans
- Trellis Framing Plans
- Fully Developed PV Support System Plans and Details

- All Sections and Details
- All Schedules and Structural Notes
- Final Specifications
- Stamped and Signed Structural Calculations. Include analysis calculations indicating adequacy of existing trellis framing members and connections or design calculations for new framing members and connections if required to support the PV installation.

#### **Electrical**

- Electrical Plans @ 1: 100 (minimum)
- Site Plans (Lighting Layout, utilities)
- Power Plans
- Lighting Plans
- Schedules
- Grounding and bonding details
- Riser Diagrams
- DAS Plans and Riser Diagram
- Catalog Cuts

6.19 **Documents:** Incorporation of all comments and final review, coordination, and correction by Contractor. This submittal shall be submitted for Contracting Officer review.

#### ***Final Engineering and Architect Stamped Drawings Submission:***

- Drawings - half size prints- 8 copies
- Specifications – 8 copies
- Catalog cuts/Miscellaneous documents – individual volumes – 2 copies each volume
- All documents in electronic format – 1 CD

#### ***Host Government Permit:***

- The Contractor is responsible for obtaining the Host Country Building Permits, this includes providing all necessary documentation that is required to obtain these permits.
- The US Government will assist were local ordinance require.

#### ***As-built Drawings:***

- The Contractor will provide a complete set of as-built drawings in both PDF and CAD forma on a CD.

6.20 **Closeout Documentation:**

#### 6.20.1 As-built drawings

Closeout documentation must be provided to the COR by the Design Builder on CD-ROM. The Closeout Documentation will serve as the record copy of each deliverable and will be in a Portable Document Format (PDF) for all written documentation and for all drawing documentation. The PDF documents will be indexed and fully searchable. The PDF documents will be printable and reflect the delivered hardcopy. Provide one PDF file containing all documents per Volume. Also provide all documents in their original software format. The format will be as follows:

- Word Processing – MS Word 2003
- Spreadsheet – MS Excel 2003
- Scheduling – Microsoft Project 2003
- Database – MS Access 2003
- CAD – AutoCAD 2009 (with all x-refs bound and all layering per OBO standards).
- Presentation – MS PowerPoint 2003
- Portable Documents – Adobe Acrobat PDF 6.0

6.20.2 Operation and Maintenance (O & M) Manuals in 3-ring binder. Provide two copies to Mission only.

6.20.3 Manufacturer's Equipment Warranties and Identification of Warranty Items for Contractor furnished items.

6.20.4 Two-year workmanship guarantee in writing covering all Contractor provided equipment, materials and labor in the event any workmanship or equipment are found defective.

### **7.0 CONSTRUCTION SERVICES**

7.1 After the Final Construction Documents have been reviewed and approved by the Contracting Officer, and the Contracting Officer provides a NTP for the contract, the Contractor shall provide equipment submittals as called for in the specifications to the Contracting Officer. No equipment shall be ordered prior to receipt of the Contracting Officer approval.

7.2 The Contractor shall be responsible for all required materials, equipment and personnel to manage, administer, and supervise the project. The Contractor shall also cover the cost of escort for non-cleared workers, if used, subject to the approval of the RSO.

7.3 All materials and equipment incorporated into the project shall be brand new. The Contractor shall transport and safeguard all materials and equipment required for construction.

7.4 The Contractor shall at all times keep the work area free from accumulation of waste materials. Upon completing construction, the Contractor shall remove all temporary facilities and leave the project site in a clean and orderly condition acceptable to Post. Any repair of damage caused as a result of this project will be the responsibility of the Contractor.

7.5 The contractor shall ensure that all facilities receiving this work shall be left in a condition acceptable to OBO and the US Consulate FM upon completion.

7.6 **Monthly Progress Reports:**

The Contractor shall prepare monthly progress reports of the Work. Reports shall be submitted to the COR. The report shall include a brief description of the work performed during the reporting period; photographs; test reports; from third parties, if applicable; anticipated changes to the project schedule; and anticipated work to be completed in the next month. An outline for contents of the Progress Report is provided below.

1. Progress Reports shall be e-mailed to the COR with a hard-copy to follow within five (5) calendar days after the end of each calendar month. At the Government's discretion, the Contractor shall meet with the COR to discuss the report.
2. Example outline of the Progress Reports is as follows:
  - A. Description of work performed to-date
  - B. Problems Encountered
  - C. Unresolved Issues
  - D. Anticipated Risks to the Mission or its Mission and risk mitigation strategies
  - E. Updated Milestones for the Project
  - F. Anticipated Milestone Start Dates
  - G. Anticipated Milestone Completion Dates
  - H. Details of Critical Procurements and Deliveries
  - I. Anticipated Travel of Project Personnel
  - J. Other Pertinent Info Not Described Above

7.7 **Two Week Look Ahead Plan:**

Contractor shall provide a Two Week Look Ahead Plan to the OBO COR, GSO, RSO and Post Facility Manager within three calendar days of arriving at post. The Two Week Look Ahead Plan shall be published every Friday before close of business. The Two Week Look Ahead Plan shall set forth the work to be performed on a day-by-day basis,

schedule for coordination of materials handling equipment, delivery of components and materials, planned outages, RSO approved sub-Contractor and Contractor employee access lists

**7.8 Service Interruptions:**

The contractor shall notify the US Mission Facility Manager (FM) in writing three (3) calendar days prior to any planned electrical outages. Notification shall include the loads within the facility to be affected by the outage and the hours and dates of interruptions. The contractor must schedule work to maintain flexibility since interruptions may not be granted on the date(s) requested. Electrical shutdowns and operation of electrical breakers and switches shall be accomplished only by qualified personnel and upon advance approval of the US Consulate FM. Where fire protection, detection, or evacuation alarms are affected, advance written approval of the Mission FM shall be obtained. Proper lock out/tag out procedures should be followed to maximize safety; the contractor shall supply lock out/tag out materials. **Power is to be maintained to all existing operational/connected loads during the construction period of the project.**

**7.9 Deliverables to Accompany Completion of Construction:**

The Contractor shall provide two copies of the following to the Mission and two copies to the CO (except for the O&M manual):

- A. Manufacturer's Spare Parts List. The Contractor shall provide a list containing manufacturers' part numbers, addresses, and telephone numbers for future repair and maintenance.
- B. Operation and Maintenance (O & M) Manuals in 3-ring binder. Provide two copies to Mission only.
- C. As-built drawings and "read" only CDs of as-built drawing AutoCAD files. As-built drawings shall include new electrical panel schedules and electrical single line drawings.
- D. Manufacturer's Equipment Warranties and Identification of Warranty Items.
- E. Two-year workmanship guarantee in writing covering all equipment, materials and labor in the event any workmanship or equipment are found defective.

**7.10 Commissioning Services:** All systems shall be tested and commissioned per the specifications and using factory-recommended procedures. The Contractor shall be responsible for construction inspections and tests.

**7.11 Commissioning.** Provide commissioning plan with component schedule indicating the acceptance criteria, performance testing and monitoring requirements. Identify equipment and systems to be demonstrated and provide training requirements and schedule.

**7.12 Training:** The Contractor shall provide 8 hours of (two 4-hour sessions) Electrical and Mechanical systems operations and maintenance training on the systems to Post staff.



Coordinate both training periods with the COR and Facilities Manager in writing at least 7 days in advance. **Contractor shall video tape the training and provide a copy to Post**

Training - Electrical. After installation and commissioning is complete, a training session shall be provided by the contractor for all interested US Embassy employees. The training session shall be three 4-hour session, and shall include hands-on modules, inverters, switching, maintenance, repair, and operational procedures.

## **8.0 SECURITY**

8.1 The contractor shall coordinate all access by contractor personnel with the COR and RSO. Advance approval of all personnel is required to access the site. The RSO will determine the requirements for issuing of temporary badges, access and escort requirements.

8.2 Contractor shall comply with The Security Classification Guide, Attachment J.1.1.

8.3 Refer to Contract Section H for additional security requirements:

8.3.1 Diplomatic Security Requirements for Clearances and Handling Classified Material.

8.3.2 Additional Security Requirements.

8.3.3 Safeguarding and Release of Sensitive but Unclassified Material.

8.3.4 Public Release of Information.

## **9.0 CONTRACT ADMINISTRATION**

9.1 The Contractor shall NOT conduct any work that is beyond this SOW unless directed in writing by the CO. Any work done by the Contractor beyond this SOW without direction from the CO will be at the Contractor's own risk and at no cost to the Government.

9.2 The Contracting Officer shall provide a Notice to Proceed (NTP) to the Contractor the contract. No work shall be initiated until the CO issues the NTP.

9.3 The Contracting Officer may designate more than one individual to serve as the Contracting Officer's Representative (COR). The Contractor will be furnished evidence of COR appointments, including explicit authority delegated to each COR and their responsibilities. Post Facility Manager (FM) may serve as Project Director to oversee the construction.

9.4 Neither payment nor approval nor acceptance of Contractor's services under this contract by either the Mission or OBO shall be construed to operate as a waiver of any rights under this contract or any cause of action against the Contractor arising out of the

performance of this contract.

- 9.5 Decisions by the COR regarding construction quality will be final. Construction issues recognized by the COR as requiring actions outside the existing Statement of Work will be separately documented, and require a contract modification.
- 9.6 The Mission has the right to inspect and test all services called for by the contract, to the extent practicable, at all times and places during the term of the contract. The Project Director and/or COR may oversee all quality control (QC) and quality assurance (QA) inspections and tests during construction to confirm the work is conducted according to the Construction Documents and equipment is properly installed.
- 9.7 The COR, on behalf of the CO, has the authority to issue a temporary stop order during the execution of any particular section of this SOW. This authority may be executed when the Mission requires time for official functions or is in possession of specific credible information indicating that the lives of Mission personnel are immediately threatened and that the execution of the project will increase the Mission's vulnerability. The COR shall promptly notify the CO that work has been stopped.
- 9.8 The CO has the right to terminate this contract for convenience in whole, or from time to time, if the CO determines it is in the interest of the Mission.
- 9.9 To expedite the construction and minimize disturbance to USG's operation, the Contractor may be required to work hours other than what are considered normal working hours (i.e. evenings and on weekends).

#### **END OF STATEMENT OF WORK**

## SECTION D - PACKAGING AND MARKING

D.1 The Contractor shall mark materials delivered to the site as follows:

Consignee/ Notify Party: James Kania  
U.S. Ambassador  
U.S. Embassy Bridgetown  
Wilkey Business Park  
Wilkey St. Michael  
Bridgetown, Barbados

**Telephone:** James Kania 227-4275

**Fax:** 227-4236

**Shipping Department Email:** [KaniaJJ@state.gov](mailto:KaniaJJ@state.gov)

## SECTION E - INSPECTION AND ACCEPTANCE

### E.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clause(s) is/are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (JUL 2013)
52.246-12	INSPECTION OF CONSTRUCTION (AUG 1996)

### E.2 QUALITY ASSURANCE

The Contractor shall institute an appropriate inspection system set forth in a Quality Assurance Plan. The plan shall include checklists of duties to be carried out, ensuring these duties are carried out by the supervisory staff and senior employees, and carrying out weekly inspections to determine whether the various services are being performed according to the contract. The Contractor shall provide copies of the weekly inspection reports to the COR.

The Contractor shall correct and improve promptly any shortcomings and substandard conditions noted during inspections. The Contractor shall bring any conditions beyond the responsibility of the Contractor to the attention of the Contracting Officer or COR.

E.2.1 MONTHLY REPORT: The Contractor shall submit to the COR a monthly progress report, along with the monthly invoice, summing up observations resulting from the inspections, progress, difficulties or irregularities encountered, resolution of problems, measures taken to improve conditions, recommendations, and other matters related to this contract.

E.2.2. INSPECTION BY GOVERNMENT: The COR, or his/her authorized representatives, will inspect from time to time the services being performed and the supplies furnished to determine whether work is being performed in a satisfactory manner, and that all supplies are of acceptable quality and standards.

The Contractor shall be responsible for any countermeasures or corrective action, within the scope of this contract, which may be required by the Contracting Officer as a result of such inspection.

### E.3 SUBSTANTIAL COMPLETION

#### E.3.1 DEFINITIONS

(a) "Substantial Completion" means the stage in the progress of the work as determined and certified by the Contracting Officer in writing to the Contractor, on which the work (or a portion designated by the Government) is sufficiently complete and satisfactory. Substantial completion means that the property may be occupied or used for the purpose for which it is intended, and only minor items such as touch-up, adjustments, and minor replacements or installations remain to be completed or corrected which:

1. do not interfere with the intended occupancy or utilization of the work, and
2. can be completed or corrected within the time period required for final completion.

(b) The "date of substantial completion" means the date determined by the Contracting Officer or authorized Government representative as of which substantial completion of the work has been achieved.

#### E.3.2 USE AND POSSESSION UPON SUBSTANTIAL COMPLETION

The Government shall have the right to take possession of and use the work upon substantial completion. Upon notice by the Contractor that the work is substantially complete (a Request for Substantial Completion) and an inspection by the Contracting Officer or an authorized Government representative (including any required tests), the Contracting Officer shall furnish the Contractor a Certificate of Substantial Completion. The certificate shall be accompanied by a Schedule of Defects listing items of work remaining to be performed, completed or corrected before final completion and acceptance. Failure of the Contracting Officer to list any item of work shall not relieve the Contractor of responsibility for complying with the terms of the contract. The Government's possession or use upon substantial completion shall not be deemed an acceptance of any work under the contract.

### E.4 FINAL COMPLETION AND ACCEPTANCE

#### E.4.1 DEFINITIONS

(a) "Final completion and acceptance" means the stage in the progress of the work as determined by the Contracting Officer and confirmed in writing to the Contractor, at which all work required under the contract has been completed in a

satisfactory manner, subject to the discovery of defects after final completion, and except for items specifically excluded in the notice of final acceptance.

(b) The "date of final completion and acceptance" means the date determined by the Contracting Officer when final completion of the work has been achieved, as indicated by written notice to the Contractor.

#### E.4.2 FINAL INSPECTION AND TESTS

The Contractor shall give the Contracting Officer at least five (5) days advance written notice of the date when the work will be fully completed and ready for final inspection and tests. Final inspection and tests will be started not later than the date specified in the notice unless the Contracting Officer determines that the work is not ready for final inspection and so informs the Contractor.

#### E.4.3 FINAL ACCEPTANCE

If the Contracting Officer is satisfied that the work under the contract is complete (with the exception of continuing obligations), the Contracting Officer shall issue to the Contractor a notice of final acceptance and make final payment upon:

(a) satisfactory completion of all required tests,

(b) a final inspection that all items by the Contracting Officer listed in the Schedule of Defects have been completed or corrected and that the work is finally complete (subject to the discovery of defects after final completion), and

(c) submittal by the Contractor of all documents and other items required upon completion of the work, including a final request for payment (Request for Final Acceptance).

## SECTION F - DELIVERIES OR PERFORMANCE

### F.1 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to access the links to the FAR. You may also use an Internet "search engine" (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.242-14	SUSPENSION OF WORK (APR 1984)

### F.2 52.211-10 COMMENCEMENT, PROSECUTION AND COMPLETION OF WORK (APR 1984)

The Contractor shall be required to:

- (a) commence work under this contract within 14 calendar days after the date the Contractor receives the Award,
- (b) prosecute the work diligently, and
- (c) complete the entire work ready for use not later than 56 calendar days . The time stated for completion shall include final cleanup of the premises and completion of "punch list" items.

### F.3 LIQUIDATED DAMAGES-Section Reserved

### F.4 CONTRACTOR'S SUBMISSION OF CONSTRUCTION SCHEDULES

(a) The time for submission of the schedules referenced in Section I, 52.236-15, "Schedules for Construction Contracts", paragraph (a), is hereby modified to reflect the due date for submission as "ten (10) days after receipt of an executed contract".

(b) These schedules shall include the time by which shop drawings, product data, samples and other submittals required by the contract will be submitted for approval.

(c) The Contractor shall revise such schedules (1) to account for the actual progress of the work, (2) to reflect approved adjustments in the performance schedule, and (3) as required by the Contracting Officer to achieve coordination with work by the Government and any separate contractors used by the Government. The Contractor shall submit a schedule which sequences work so as to minimize disruption at the job site.

(d) All schedules shall be in the English language and any system of dimensions (English or metric) shown shall be consistent with that used in the contract. No extension of time shall be allowed due to a delay by the Government in approving such deliverables if the Contractor has failed to act promptly and responsively in submitting its deliverables. The Contractor shall identify each deliverable as required by the contract.

#### F.5 ACCEPTANCE OF SCHEDULE

When the Government has accepted any time schedule, it shall be binding upon the Contractor. The completion date is fixed and may be extended only by a written contract modification signed by the Contracting Officer. Acceptance or approval of any schedule or revision thereof by the Government shall not (1) extend the completion date or obligate the Government to do so, (2) constitute acceptance or approval of any delay, or (3) excuse the Contractor from or relieve the Contractor of its obligation to maintain the progress of the work and achieve final completion by the established completion date.

#### F.6 NOTICE OF DELAY

If the Contractor receives a notice of any change in the work, or if any other conditions arise which are likely to cause or are actually causing delays which the Contractor believes may result in late completion of the project, the Contractor shall notify the Contracting Officer. The Contractor's notice shall state the effect, if any, of such change or other conditions upon the approved schedule, and shall state in what respects, if any, the relevant schedule or the completion date should be revised. The Contractor shall give this notice not more than ten (10) days after the first event-giving rise to the delay or prospective delay. Only the Contracting Officer may make revisions to the approved time schedule.

#### F.7 NOTICE TO PROCEED

(a) After receiving and accepting any bonds or evidence of insurance, the Contracting Officer will issue the Contractor a Notice to Proceed. The Contractor shall then prosecute the work commencing and completing performance not later than the time period established in the contract.

(b) It is possible that the Contracting Officer may elect to issue the Notice to Proceed before receipt and acceptance of any bonds. Issuance of a Notice to Proceed by the Government



before receipt of the required bonds or policies shall not be a waiver of the requirement to furnish these documents.

#### F.8 WORKING HOURS

All work shall be performed during weekdays from 8:30 am - 4:30pm except for the holidays identified below. Other hours, if requested by the Contractor, may be approved by the Contracting Officer's Representative. The Contractor shall give 24 hours in advance to COR who will consider any deviation from the hours identified above. Changes in work hours will not be a cause for a price increase.

(a) The Department of State observes the following days\* as holidays:

New Year's Day  
Martin Luther King's Birthday  
Washington's Birthday  
Memorial Day  
Independence Day  
Emancipation Day  
Kadooment Day  
Labor Day  
Columbus Day  
Veterans Day  
Thanksgiving Day  
Independence Day-Barbados  
Christmas Day

\*Any other day designated by Federal law, Executive Order or Presidential Proclamation.

When any such day falls on a Saturday, the preceding Friday is observed; when any such day falls on a Sunday, the following Monday is observed. Observance of such days by Government personnel shall not be cause for additional period of performance or entitlement to compensation except as set forth in the contract. If the Contractor's personnel work on a holiday, no form of holiday or other premium compensation will be reimbursed either as a direct or indirect cost, unless authorized pursuant to an overtime clause elsewhere in this contract.

#### F.9 EXCUSABLE DELAYS

The Contractor will be allowed time, not money, for excusable delays as defined in FAR 52.249-10, Default. Examples of such cases include:

- (1) acts of God or of the public enemy,
- (2) acts of the United States Government in either its sovereign or contractual capacity,
- (3) acts of the government of the host country in its sovereign capacity,
- (4) acts of another contractor in the performance of a contract with the Government,
- (5) fires,

- (6) floods,
- (7) epidemics,
- (8) quarantine restrictions,
- (9) strikes,
- (10) freight embargoes,
- (11) delays in delivery of Government furnished equipment, and
- (12) unusually severe weather.

In each instance, the failure to perform must be beyond the control and without the fault or negligence of the Contractor, and the failure to perform. Furthermore, the failure:

- (1) must be one that the Contractor could not have reasonably anticipated and taken adequate measures to protect against,
- (2) cannot be overcome by reasonable efforts to reschedule the work, and
- (3) directly and materially affects the date of final completion of the project.

#### F.10 PRE-CONSTRUCTION CONFERENCE

A preconstruction conference will be held 10 days after contract award at U.S. Embassy Bridgetown, Wildey Business Park, Wildey, St. Michael to discuss the schedule, submittals, notice to proceed, mobilization and other important issues that affect construction progress. See FAR 52.236-26, Pre-Construction Conference in Section I.

## F.11 DELIVERABLES

The following items shall be delivered under this contract:

<b>Description</b>	<b>Quantity</b>	<b>Delivery Date</b>	<b>Deliver To:</b>
H.1.2. Bonds/Insurance	1	10 days after award	CO
H.11.1. Safety Plan	1	10 days after award	COR
E.2. Quality Assurance Plan	1	10 days after award	COR
F.4. Construction Schedule	1	10 days after award	COR
H.14.1. Submittal Register	1	10 days after award	COR
F.10. Pre-Construction Conference	1	10 days after award	COR
H.13.2. Biographic Data on Personnel	1	10 days after award	COR
E.2.2. Inspection Reports	1	3 days after end of weekly period	COR
G.3.2 Payment Request	1	Last day of each month	COR
E.2.1. Monthly Progress Report	1	7 <sup>th</sup> day of the following month	COR
F.4.(c). Updates to Construction Schedule	1	Last day of each month	COR
E.3.2. Request for Substantial Completion	1	5 days before inspection	COR
H.4.4. As-built Drawings and Warranties	1	After final completion but before final acceptance	COR
E.4.2. Request for Final Acceptance	1	5 days before inspection	COR
F.6 Notice of Delay	1	Within 10 days after event	CO
F.8 Additional Hours	1	No later than 24 hours in advance of need	COR
H.2.4 Evidence of Insurance	1	10 days after award	CO
H.17.2 Differing Site Condition	1	Within 10 days of occurrence	CO

## SECTION G - CONTRACT ADMINISTRATION DATA

### G.1 AUTHORITY OF CONTRACTING OFFICER

All work shall be performed under the general direction of the Contracting Officer, who alone shall have the power to bind the Government and to exercise the rights, responsibilities, authorities and functions vested by the contract.

### G.2 MONITORING OF THE CONTRACTOR

#### G.2.1. 652.242-70 CONTRACTING OFFICER'S REPRESENTATIVE (COR) (AUG 1999)

(a) The Contracting Officer may designate in writing one or more Government employees, by position title, to take action for the Contracting Officer under this contract. Each designee shall be identified as a Contracting Officer's Representative (COR). Such designation(s) shall specify the scope and limitations of the authority so delegated; provided, that the designee shall not change the terms or conditions of the contract, unless the COR is a warranted Contracting Officer and this authority is delegated in the designation.

(b) The COR for this contract is the Facilities Maintenance Specialist

#### G.2.2 DUTIES

The COR is responsible for inspection and acceptance of services. These duties include review of Contractor invoices, including the supporting documentation required by the contract. The COR may provide technical advice, substantive guidance, inspections, invoice approval, and other purposes as deemed necessary under the contract. The COR is designated as the authority to act for the Contracting Officer in matters concerning technical clarification, random inspection of Contractor performance to ensure compliance with contract specifications and acceptance of the Contractor's performance under this contract. The COR will coordinate all work with the Contractor during the term of this contract. The COR is not authorized to alter the contract's terms, or conditions, including the design to budget parameter. Such changes must be authorized by the Contracting Officer in a written modification to the contract. Reference to the project architect within documents incorporated into this contract shall be read to mean COR.

### G.3 PAYMENT

#### G.3.1 GENERAL

Payments are subject to FAR 52.232-5, "Payments Under Fixed-Price Construction Contracts".

### G.3.2 DETAIL OF PAYMENT REQUESTS

Each application for payment shall cover the value of labor and materials completed and in place, including a prorated portion of overhead and profit. The Government will make payments no more frequently than monthly, unless otherwise provided in this contract. The Contractor shall address invoices to:

Financial Management Office  
American Embassy,  
Willey Business Park  
St. Michael

### G.3.3 PAYMENTS TO SUBCONTRACTORS

The Contractor shall make timely payment from the proceeds of the progress or final payment for which request is being made to subcontractors and suppliers following the Contractor's contractual arrangements with them.

### G.3.4 EVALUATION BY THE CONTRACTING OFFICER

Following receipt of the Contractor's request for payment, and on the basis of an inspection of the work, the Contracting Officer shall make a determination as to the amount that is then due. If the Contracting Officer does not approve payment of the full amount applied for, less the retainage addressed in FAR 52.232-5, the Contracting Officer shall advise the Contractor of the reasons.

### G.3.5 ADDITIONAL WITHHOLDING

The Government may withhold from payments due the Contractor any amounts as may be considered necessary to cover --

- (a) Wages or other amounts due the Contractor's employees on this project;
- (b) Wages or other amounts due employees of subcontractors on this project;
- (c) Amounts due suppliers of materials or equipment for this project; and

(d) Any other amounts for which the Contractor may be held liable under this contract, including but not limited to the actual or prospective costs of correction of defective work and prospective liquidated damage when the Contractor has failed to make adequate progress.

This withholding is independent of monies retained by the Government under FAR 52.232-5, or otherwise as permitted to be retained under this contract.

#### G.3.6. PAYMENT

Under the authority of 52.232-27(a) the 14 day period identified in FAR 52.232-27(a)(1)(i)(A) is hereby changed to 30 days.

- G.4 The Contractor shall identify Value Added Tax (VAT) as a separate line item in Attachment 4, Breakdown of Proposal Price. The Contractor shall also show VAT as a separate charge on invoices submitted."

## SECTION H - SPECIAL CONTRACT REQUIREMENTS

### H.1 TRAVEL AND TRANSPORTATION PROVISIONS

**H.1.1 REIMBURSEMENT OF TRAVEL COSTS:** Reimbursement for travel and subsistence costs are authorized whenever a task requires work to be accomplished outside a 50-mile radius of the Contract's primary U.S. work site(s). No travel or subsistence charges will be reimbursed for travel to and from the Contractor's office or any other work site within a 50-mile radius of the contract's primary U.S. work site(s). Travel costs (transportation, lodging, meals, and incidental expenses and/or per diem as provided for elsewhere in the contract and subject to approval by the COR) shall be reimbursed at the Contractor's actual purchase price not to exceed the limitations detailed below. The Contractor shall not be reimbursed for any in advance and in writing by the Contracting Officer's Representative (COR). Invoiced travel cost must be supported; e.g. ticket stubs, receipts, etc. as noted below. The cost principle in FAR 31.205-46 shall apply.

**H.1.2 LOCAL OFFICIAL TRAVEL:** Reimbursement for local travel while on duty overseas shall not be in excess of the rates established by the Chief of Mission (COM) for the travel costs of travelers in the host country. In the absence of such established rates, the Contractor shall be reimbursed for the actual travel costs and travel allowance at rates not in excess of those prescribed by the Standardized Regulations (Government Civilians, Foreign Areas) as from time to time amended. Reimbursement for local travel within the United States shall be at actual expenses not to exceed those Government rates detailed in the regulations listed in Section B clause, Reimbursement of Travel Costs, for domestic travel. However, for work in the United States, the daily commute to and from the work site will not be reimbursable as a direct expense under this contract, nor will local travel where Government-provided conveyance is available.

**H.1.3 DELAY EN ROUTE:** The Contractor may grant to travelers under this contract reasonable delays en route, not circuitous in nature, while travel status, caused by events beyond the control of such traveler or Contractor. It is understood that if delay is caused by physical incapacitation, personnel shall be eligible for such leave as is provided for in the Contractor's established benefits policy and no additional charges for labor shall be reimbursable under the contract except as noted below.

**H.1.4 EMERGENCY AND IRREGULAR TRAVEL AND TRANSPORTATION:** Actual transportation cost and travel allowances while en route, as provided in this section, will also be reimbursed under the following conditions:

- (1) The costs of going from post of duty in the host country to the Washington, D.C., area are reimbursable when a Contractor employed must interrupt his/her overseas TDY and return to the U.S. and the Contractor makes a written determination that such travel is necessary due to death, or serious illness or injury of a member of the immediate family of the employee or the immediate family of the employee's spouse. "Serious illness or injury" and "immediate family" are defined in accordance with Section 699.5 of the Uniform State/AID/USIA Regulations, as in effect of the date of such travel. A copy of the written determination shall be furnished to the Contracting Officer.

(2) When for any reason, the COM determines it is necessary to evacuate the Contractor's employees, the Contractor will be reimbursed for actual travel and transportation expenses and travel allowance while en route, for the cost of the individuals going from post of duty in the host country to the Washington, D.C. area.

(3) The COR may also authorize emergency or irregular travel and transportation in other situations, when in his/her opinion, the circumstances warrant such action.

(4) Except as noted, above, any failure of a contractor's employee to complete his assignment for any personal reason is the responsibility of the Contractor and shall not result in any extra expense to the Government.

**H.1.5 OTHER TRAVEL AND TRANSPORTATION COSTS:** The Contractor shall be responsible for obtaining and maintaining an up-to-date passport for all personnel who will be required to travel outside the United States to accomplish work assigned under this contract. If approved by the Department, Contractor personnel will travel on Official or Diplomatic U.S. Government passports. The Contractor shall be responsible for obtaining any visas required for travel to foreign countries to accomplish work assigned under this contract. Cost of passports, visas, photographs etc., are reimbursable as travel costs under this contract. Overseas Duty Benefits Hazardous duty premium pay, when applicable, will be payable at the same rate as given to Department of State direct-hire employees pursuant to Chapter 650 of the Department of State Standardized Regulations. No burden shall be applied other than the indirect burden set forth in Section B. The Contractor will be notified of the hazardous duty applicability. Approval of International Travel The Contractor shall provide the COR an itinerary for each planned international trip, showing the name of the traveler, purpose of the trip, origin/destination (and intervening stops), and dates of travel, as far in advance of the proposed travel as possible. The COR's written approval may be in the form of a letter or telegram or similar device, or may be specifically incorporated into the schedule if the task order. The COR may provide verbal direction under emergency conditions. All international air transportation shall be in accordance with FAR Clause 52.247-63, "Preference for U.S. Flag Air Carriers". For international travel, the Contractor may include up to 8 hours per day for each travel day, including holidays and weekends. However, in no instance shall reimbursement of travel create an obligation for payment of overtime premium.

## **H.2 INSURANCE REQUIREMENTS**

**H.2.1** In accordance with FAR 52.228-5 "INSURANCE--WORK ON A GOVERNMENT INSTALLATION," the Contractor shall, at no additional expense to this contract (except the (f), provide and maintain, in addition to any other insurance coverage required elsewhere in this contract, the following types of insurance in the amounts specified. Before commencing work under this contract, the Contractor shall certify to the Contracting Officer in Writing, that at least the kinds and minimum amounts of insurance required below have been obtained.

(a) Workers' Compensation and Employer's Liability -- The Contractor is required to comply with applicable Federal and State workers' compensation and occupational disease statutes. If occupational diseases are not compensable under those statutes, they shall be covered under the employer's liability section of the insurance policy, except when contract operations are so



coming led with a Contractor's commercial operations that it would not be practical to require this coverage. Employer's liability coverage of at least \$100,000.00 USD is required, except in States with exclusive or monopolistic funds that do not permit worker's compensation to be written by private carriers.

(b) General Liability -- The Contractor shall provide bodily injury liability insurance coverage written on the comprehensive form policy of at least \$500,000.00 USD per occurrence.

(c) Automobile Liability -- The Contractor shall provide automobile liability insurance written on the comprehensive form of policy. The policy shall provide for bodily injury and property damage liability covering the operation of all automobiles used in connection with performing the contract. Policies covering automobiles operated in the United States shall provide coverage of at least \$200,000.00 USD per person and \$500,000.00 USD per occurrence for bodily injury and \$20,000.00 USD per occurrence for property damage. The amount of liability coverage on other policies shall be commensurate with any legal requirements of the locality and sufficient to meet normal and customary claims.

(d) Aircraft Public and Passenger Liability -- When aircraft are used in connection with performing the contract, the Contractor shall provide aircraft public and passenger liability insurance. Coverage shall be at least \$200,000.00 USD per occurrence for property damage. Coverage of passenger liability bodily injury shall be at least \$200,000.00 USD multiplied by the number of seats or passengers, whichever is greater.

(e) Vessel Liability -- When contract performance involves use of vessels, the Contractor shall provide vessel collision liability and protection and indemnity liability insurance.

(f) Defense Base Act -- Workers' compensation insurance or security as required by the Defense Base Act in accordance with FAR 52.228-03 and DOSAR Clause 652.228-71.

(g) Medical Evacuation Insurance -- The Contractor shall provide medical evacuation insurance for those Contractor employees hired in the United States and assigned overseas on permanent assignment or temporary duty. The insurance shall provide for at least: telephone access, medical reference service, emergency evacuation, medically supervised repatriation, repatriation of mortal remains. The Contractor is exempt from the requirement if the Contractor's health insurance program includes sufficient MEDIVAC coverage, as approved by the Contracting Officer.

### **H.3 CERTIFICATE OF INSURANCE**

The Contractor shall furnish the Contracting Officer with a current certificate of insurance as evidence of the insurance required. In addition, the Contractor shall furnish evidence of a commitment by the insurance carrier to notify the Contracting Officer in writing of any material change, expiration or cancellation of any of the insurance policies required not less than thirty (30) days before such change, expiration or cancellation is effective. When coverage is provided

by self-insurance, the Contractor shall not change or decrease the coverage without the Contracting Officer's approval.

#### H.4 CONTRACT PERSONNEL MEDICAL REQUIREMENTS

The Contractor shall be responsible for assuring that Contractor personnel, including subcontractor personnel, who are required to travel in connection with this contract, are physically able to travel to the intended destination and remain there without significant risks to health for the required periods. The Contractor shall be responsible for assuring that such individuals receive the proper immunizations and take the proper health measures before, during, and after said travel. The Contractor is responsible for ensuring that its employees are adequately covered by medical insurance/health care and insurance to cover medical evacuation from abroad in the event of illness or injury. Contractor employees will normally have to use non-Government medical facilities. Use of military medical facilities abroad, when available, normally requires immediate payment from Contractor personnel for services provided.

#### H.5 NONPAYMENT FOR UNAUTHORIZED WORK (05/95)

No payments will be made for any unauthorized supplies or services, or for any unauthorized changes to the work specified herein. This includes any services performed by the Contractor of his own volition or at the request of an individual other than a duly appointed Contracting Officer. Only a duly appointed Contracting Officer is authorized to change the specifications, terms, and/or conditions of this contract.

#### H.6. CONTRACTOR COMMITMENTS, WARRANTIES AND REPRESENTATIONS

Any written commitment by the Contractor within the scope of this contract shall be binding upon the Contractor. Failure of the Contractor to fulfill any such commitment shall render the

Contractor liable for liquidated or other damages due to the Government under the terms of this contract. For the purpose of this clause, a written commitment by the Contractor is limited to the proposal submitted by the Contractor, and to specific written modifications to the proposal.

Written commitments by the Contractor are further defined as including the following:

- (1) any warranty or representation made by the Contractor in a proposal as to hardware or software performance; total systems performance; and other physical, design, or functional characteristics of equipment, software package or system, or installation date;
- (2) any warranty or representation made by the Contractor concerning the characteristics or items described in (1) above, made in any publications, drawings, or specifications accompanying or referred to in a proposal; and

(3) any modification of or affirmation or representation as to the above which is made by the Contractor in or during the course of negotiations, whether or not incorporated into a formal amendment to the proposal.

#### H.7. ORGANIZATIONAL CONFLICT OF INTEREST - GENERAL

The contractor warrants that, to the best of its knowledge and belief, there are no relevant facts or circumstances which would give rise to an organizational conflict of interest, as defined in FAR Subpart 9.5, or that the Contractor has disclosed all such relevant information.

The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor shall make a full disclosure in writing to the Contracting Officer. This disclosure shall include a description of actions, which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(a) Purpose. The primary purpose of this clause is to aid in ensuring that the Contractor 1) is not biased because of its past, present, or currently planned interests (financial, contractual, organizational, or otherwise) which relate to the work under this contract, and (2) does not obtain any unfair competitive advantage over other parties by virtue of its performance of this contract.

(b) Scope. The restrictions described herein shall apply to performance or participation by the Contractor and any of its affiliates or their successors in interest (hereinafter collectively referred to as "Contractor") in the activities covered by this clause as a prime contractor, subcontractor, co-sponsor, joint venture, consultant, or in any similar capacity.

(1) Technical consulting and management support services.

(i) The Contractor shall be ineligible to participate in any capacity in Department contracts, subcontracts, or proposals therefore (solicited or unsolicited) which stem directly from the Contractor's performance of work under this contract for a period of three years after completion of this contract. Furthermore, unless so directed in writing by the Contracting Officer, the Contractor shall not perform any technical consulting or management support services work under this contract on or relating to any of its products or services or the products or services of another firm if the Contractor is or has been substantially involved in their development or marketing.

(ii) If the Contractor under this contract prepares a complete or essentially complete statement of work or specifications to be used in a competitive

acquisition, the Contractor shall be ineligible to participate in any capacity in any contractual effort which is based on such statement of work or specifications for a period of three years after completion of this contract. The Contractor shall not incorporate its products or services in such statement of work or specifications unless so directed in writing by the Contracting Officer, in which case the restriction in this subparagraph shall not apply.

(2) Access to and use of information.

(i) If the Contractor, in the performance of this contract, obtains access to information such as Department plans, policies, reports, studies, financial plans, internal data protected by the Privacy Act of 1974 (Pub. L.93-579), or data which has not been released or otherwise made available to the public; the Contractor agrees that without prior written approval from the Contracting Officer it shall not; (a) use such information for any private purpose unless the information has been released or otherwise made available to the public; (b) compete for work for the Department based on such information for a period of six months after either the completion of this contract or until such information is released or otherwise made available to the public, whichever occurs first; (c) submit an unsolicited proposal to the Government which is based on such information until one year after such information is released or otherwise made available to the public; or (d) release such information unless such information has previously been released or otherwise made available to the public by the Department.

(ii) In addition, the Contractor agrees that to the extent it receives or is given access to proprietary data, data protected by the Privacy Act of 1974, or other confidential or privileged technical, business, or financial information under this contract, it shall protect this information from unauthorized use or disclosure for as long as it remains proprietary and refrain from using the information for any purpose other than that for which it was furnished.

(iii) The Contractor shall have, subject to patent, data, and security provisions of this contract; the right to use technical data it first produces under this contract.

(c) Disclosure after award. (1) The Contractor agrees that if an actual or potential organizational conflict of interest is discovered after award, the Contractor will make a full disclosure in writing to the Contracting Officer. The disclosure shall include a description of actions which the Contractor has taken or proposes to take to avoid or mitigate the actual or potential conflict.

(2) If the Contractor was aware of a potential organizational conflict of interest prior to award or discovered an actual or potential conflict after award and did not disclose or misrepresented relevant information to the Contracting Officer, the Government may terminate the contract for default.

(d) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (d), in all subcontracts of any tier which involve performance or work of the type specified in subparagraph (b)(1) of this clause or access to information of the type covered in subparagraph (b)(2) of this clause. The Contractor shall obtain for the Department an Organizational Conflict of Interest Disclosure Statement or Representation from each intended subcontractor or consultant. The Contractor shall not enter into any subcontract nor engage any consultant unless the Contracting Officer shall have first notified the Contractor that there is little or no likelihood that an organizational conflict of interest exists or that despite the existence of a conflict of interest the award is in the best interest of the Government.

(e) Remedies. For breach of any of the above restrictions or for nondisclosure or misrepresentation of any relevant facts required to be disclosed concerning this contract, the Government may terminate the contract for default, disqualify the Contractor for subsequent related contractual efforts and pursue such other remedies as may be permitted by law or this contract.

(f) Waiver. Requests for waiver under this clause shall be directed in writing to the Contracting Officer and shall include a full description of the requested waiver and the reasons in support thereof. If it is determined to be in the best interest of the Government, the Contracting Officer shall grant such a waiver in writing.

(g) Modifications. Prior to any contract modification (except for the exercise of options) which (1) modifies the statement of work to add new work, (2) significantly increases the period of performance, or (3) changes the parties to the contract, the Contractor shall submit a current Organizational Conflict of Interest Certification and Disclosure.

#### H.8. GOVERNMENT-FURNISHED MATERIAL (05/95)

(a) "Material," as used in this clause, means property that may be incorporated into or attached to a deliverable end item, or that may be consumed or expended in performing this contract.

(b) Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that material set forth below:

AS DETERMINED IN THE TASK ORDER REQUEST

#### H.9. GOVERNMENT-FURNISHED PROPERTY (05/95)

Notwithstanding any term or condition of this contract to the contrary, the Government will provide only that property set forth below for use in the performance of this contract.

AS DETERMINED IN THE TASK ORDER REQUEST

#### H.10. GOVERNMENT-FURNISHED DATA (05/95)

The Government shall provide to the Contractor the Government - furnished data described in paragraph (d) below. The Contracting Officer may at any time by written order:

1. Delete, supersede, or revise; in whole or in part, data listed in paragraph (d) below.
2. Add items of data as applicable.
3. Establish or revise due dates for items of data or information as applicable.

If the data listed below or as modified during contract performance are not delivered to the Contractor, the Contracting Officer shall equitably adjust affected provisions of this contract when:

1. The Contractor submits a timely written request for an equitable adjustment
2. The facts warrant an equitable adjustment.

Title to Government-furnished data shall remain in the Government. The Contractor shall use the Government-furnished data only in connection with this contract.

The following data will be furnished to the Contractor on or about the time indicated below:

AS DETERMINED IN THE TASK ORDER REQUEST

#### H.11 DIPLOMATIC SECURITY REQUIREMENTS FOR CLEARANCES AND HANDLING CLASSIFIED, SBU AND UNCLASSIFIED PROJECT INFORMATION

\*\*\*The contractor shall include the substance of Sections/Paragraphs H.11, H.12 and H.13 in all classified subcontracts.

##### H.11.1. ELIGIBILITY TO PERFORM

IN ORDER TO BE CONSIDERED FOR AWARD OF THIS CONTRACT, interested offerors, including all entities which comprise a joint venture, and the joint venture itself, must possess a Defense Security Service (DSS) Final Secret, Interim Top Secret or Final Top Secret facility clearance (FCL) with Secret safeguarding capability, issued in accordance with the National Industrial Security Program Operating Manual (NISPOM), DoD 5220.22-M. At least two contracts will be awarded to firms currently possessing Interim or Final Top Secret FCLs, while firms with Final Secret FCLs may be selected for one or more additional awards. Offerors must submit their appropriate Commercial and Government Entity (CAGE) Code with the required qualification documentation.

Selected firms possessing a Final Secret FCL will be sponsored by Department of State for an FCL upgrade to the Top Secret level. Sponsorship does not guarantee that the firm will receive the upgraded clearance. A period of 90 days from the date of selection for award will be allowed for the Secret cleared firm to obtain an Interim Top Secret FCL. After this period, the Government may, at its discretion, consider not awarding the contract to the selected offeror.

Due to time constraints, the Government will not delay award of contracts to selected firms already in possession of Interim and Final Top Secret FCLs.

H.11.2 General This contract includes security provisions which require a DD Form 254, Contract Security Classification Specification, issued by the Bureau of Diplomatic Security; DS/IS/IND. Facility clearance must be maintained throughout contract. Loss or Invalidation of the prime contractor's facility clearance may result in termination of the contract for default.

H.11.3 Personnel Security Clearances All personnel performing on this contract must possess a Secret or Top Secret personnel security clearance issued by DSS. Uncleared and non-US citizens are not authorized for performance. Administrative and management personnel performing domestically, and any personnel visiting DoS domestic locations for meetings or administration related to the contract must possess a minimum Interim Secret clearance. All personnel involved in the procurement process of materials destined for Controlled Access Areas (CAA) - specifically, all coordination with potential vendors, choice of vendor, issuance of orders, and coordination of deliveries to the Consolidated Receiving Point (CRP), but not including take-offs or listing of items shown on unclassified and SBU drawings of the CAA - MUST possess an Interim or Final Secret personnel security clearance.

H.11.3.1 Personnel Performing at Overseas Locations Performance of tasks within the Post Communications Center (PCC), PBX Equipment room and Telecommunications Rooms (TR) feeding the CAA or located in the CAA, must be accomplished with Final Top Secret cleared personnel eligible for crypto/COMSEC read-in. Personnel must have Final Top Secret clearances issued by DSS prior to deployment.

Personnel performing tasks in any other areas of DoS overseas locations must possess Secret personnel security clearances.

#### H.11.4 Safeguarding and Processing Classified Information

The Contractor shall obtain and maintain a DSS approved safe for the storage of documents classified up to the Secret level. Generation of classified information is a requirement of this contract. Written approval for processing of classified on Information Systems (IS) must be obtained and forwarded to DS/IS/IND prior to any generation or processing of classified information on computer/CADD systems by any prime or subcontractor. The DD Form 254 will reflect both safeguarding and IS approval status. DS/IS/IND shall be notified immediately by contractor of change in either status.

#### H.11.5 Visit Authorization Requests and Contractor Country Clearance Requests

H.11.5.1 Visit Authorizations The Contractor and all cleared Subcontractors will submit Visit Authorization Requests (VARs), for all cleared personnel performing on the contract domestically, or overseas, or as otherwise requested by the U.S. Government. VARs must be submitted to the Bureau of Diplomatic Security, DS/IS/IND, via facsimile at (571) 345-3000 or

via e-mail to DSINDOBOVARs@state.gov. Copies of the JCAVS Person Summaries must be attached to VARs for each individual. DS/IS/IND is the only authorized recipient of JCAVS Person Summaries at DoS.

**H.11.5.2 Country Clearance Requests** The Contractor must submit to the COR and DS/IS/IND, a Contractor Country Clearance Request (CCCR) for all Contractor and all subcontractor

employees traveling to each overseas locations under each task. Contractor shall submit CCCRs in the format required by the OBO COR and DS/IS/IND. Submission of specified form will result in official notification to the OBO Project Director (PD), Site Security Manager (SSM) and/or Regional Security Office (RSO) of contractor personnel arriving at site, dates of visit or duration of stay, purpose of visit or employee's position with Contractor, security clearance level, and passport or other identifying information. CCCRs shall be submitted to OBO COR and DS/IS/IND fourteen (14) business days – and no less than seven (7) business days prior to site arrival date. The COR will draft an electronic Country Clearance (eCC) for DS/IS/IND clearance prior to transmission. Admission to site by OBO PD/SSM or RSO and appropriate badging by are dependent upon receipt of eCCs prior to arrival at site.

**H.11.6 DD Forms 254 for Subcontractors** The prime Contractor must request a DD Form 254 for all subcontractors, or prospective subcontractors, prior to performance on this contract. Requests for DD Forms 254 must be forwarded to via e-mail to DS\_IND\_OBOTeam@state.gov, prior to Subcontractor (or prospective subcontractor) access to any classified information or deployment to the site. Subcontractor DD Forms 254 issued by DS/IS/IND will be forwarded to the prime contractor for distribution to subcontractors. Contractors are not authorized to issue their own subcontractor DD Forms 254.

**H.11.7 Protection of Classified and SBU Information** The Contractor and all Subcontractors must comply with all Department of State (DOS) and Defense Security Service (DSS) requirements relating to the protection of classified and Sensitive But Unclassified (SBU) and unclassified project information and cooperate fully in all security matters that may arise relating to this contract.

The loss, compromise, or suspected compromise or loss of any classified information (documents, notes, drawings, sketches, surveys, reports, exposed film, negatives, or photographs) or ANY information which may adversely affect the security interests of the United States, must be immediately brought to the attention of the COR and DS/IS/IND.

**H.11.8 Classified Document Transmittals between DoS and Contractor – Domestic Only:**

The Contractor is authorized to send classified packages to the Department in accordance with Section D.1, and utilizing the procedures identified below. Classified information may also be transmitted to DoS via approved secure telephone equipment. COMSEC authorization must be reflected on the contractor DD Form 254 in Item 11.h prior to use of secure telephone equipment.



#### H.11.8.1 Classified Document Transmittals between Authorized Contractors – Domestic Only

Classified information (whether hard copy paper or electronic storage media) shall be transmitted between prime and subcontractors and between authorized subcontractors with DD Forms 254 specific to this contract, by one of the following methods:

Classified information shall be delivered by a Secret cleared American using approved hand-carry methods IAW NISPOM 5-410 and 5-411, and in accordance with D.1

-or-

Classified information shall be transmitted via approved secure telephone and/or fax. (COMSEC authorization must be reflected in Item 11.h on the Contract Security Classification Specification, DD Form 254)

-or-

Classified information shall be transmitted via a GSA Schedule 48 Commercial Delivery Carrier (as listed in D.1 and in accordance with NISPOM 5-403e, and ISL 2006-02, para 18) provided the following measures are used:

- For both electronic storage media and hardcopy classified material, mark, wrap and receipt package material in accordance with the NISPOM and SCG, address outer package IAW contract Section D.1.
- Provide advance notification, through positive contact, to Facility Security Officer (FSO) prior to release to the Carrier.
- The outer address label should be addressed to the Facility Security Officer of the company. The inner wrapping can designate the specific person in the company the package is ultimately to be delivered to. Authorized cleared facility addresses provided on DD Forms 254 issued with safeguarding authorization (items 6a., 7a., and 8a.) for both contractor and subcontractors should be utilized.
- The use of external (street side) collection boxes is prohibited.
- The release signature block on the receipt label shall not be executed under any circumstances.
- Senders may not use a Post Office Box as the destination address.
- Carrier personnel should not be notified that the package contains classified material.
- As a general rule, packages should be shipped on Monday through Thursday to ensure that the package does not remain in the possession of the carrier service over a weekend.
- Notify COR and DS/IS/IND of any anomalies with received packages upon discovery

H.11.9 Disposition and Retention of Project Information All classified and SBU material, including copies and reproductions and classified information stored on approved IS (Information Systems) and classified or SBU electronic media, received or generated in the performance of this contract, shall be returned to the CO upon completion of the contract unless the material has been destroyed or retention of the material is authorized in accordance with the National Industrial Security Program Operating Manual (NISPOM). Retention authority for classified material can be requested from DS/IS/IND, which shall coordinate an approval letter

with the CO. Classified and SBU material shall be returned or destroyed within 120 days after final delivery of contract drawings and specifications and any other services; or 120 days after

completion or termination of the contract. Authorization to destroy electronic media via NSA/CMC's destruction facility can be obtained from DS/IS/IND.

All unsuccessful task bidders will be required to return or certify destruction of all classified and SBU material to the CO within 30 days after the contractor has been notified of non-receipt of task award, or as otherwise directed by the Government.

H.11.10 Security Classification Guide All documents, such as blueprints, drawings, sketches, notes, surveys, reports, photographs, exposed film, negatives, specifications, scopes of work, lists of Government Furnished Equipment and any other material received or generated in conjunction with this contract, shall be classified, marked and handled in accordance with the Security Classification Guide (SCG) for Design and Construction of Overseas Facilities dated May 21, 2003, (see Attachment J-9) which identifies the specific types of information associated with diplomatic construction projects, and the level of classification for such information.

H.11.10.1 All documents associated with this project must be protected, transmitted, carried and stored in accordance with the contract, SCG and the NISPOM at all times. Additionally, all design and construction documents will be marked with a prohibition against duplication or dissemination without prior approval from the COR. The Contractor, and any associated Subcontractors, will maintain a chain of custody log for each transport or dissemination of classified or SBU hardcopy or electronic storage media outside their facility, whether they are transported domestically or overseas. The chain of custody log shall be available for review by OBO or DS upon demand.

H.11.10.2 The Contractor shall, in accordance with the SCG and this contract, ensure proper classification, handling and transmission of all project documentation. The contractor shall be responsible for bearing any costs resulting from errors determined by Contracting Officer to be the fault of contractor mishandling, misclassification or improper transmission of classified or SBU material.

H.11.12 Photographs taken at site Photographs of any diplomatic overseas building or facility must be authorized in advance by the OBO PD/SSM or RSO, who will establish any controls, limits, and/or restrictions as necessary. Film depicting any Controlled Access Area and/or sensitive equipment must be developed in a U.S.-controlled environment. The contractor shall submit all CAA photographs taken by digital cameras and stored on electronic media to the PD/SSM or RSO for review. Written approval for removal from the site must be obtained by the Government reviewer. Any photographs or storage media (memory cards) determined to be classified shall be turned over to the SSM/RSO to forward via classified Diplomatic Pouch. No further dissemination, publication, duplication, or other use beyond that which was requested and approved is authorized without specific, advance approval from DS. DS reserves the right to demand retention of all copies of said photographs and/or negatives, following fulfillment of the previously authorized usage.

Photographs to be published on company websites or any other public medium must be sent to the Contracting Officer for review by OBO and DS prior to any posting or release.

#### H.11.13 Standards of Conduct

The Contractor shall ensure that personnel assigned to this contract observe the highest standards of personal and professional conduct, and that employees assigned to locations outside the United States observe the requirements of the local law and applicable U.S. mission regulations, including but not limited to instructions or policies governing outside employment, commercial activities, currency exchange, travel restrictions, and non-fraternization with host country nations. The contractor has a high responsibility for recruiting and hiring only those personnel who can maintain the standards of conduct required under this contract. Additionally, the contractor is responsible for maintaining satisfactory standards of employee conduct and integrity and shall be held fully accountable for the conduct of its employees and its subcontractor's employees.

H.11.14 Removal of Individual Contractor Employees If the Contracting Officer determines that continued performance under this contract by any contractor or subcontractor personnel is contrary to the public's best interest; the contractor shall remove the employee from all work under this contract. The costs incurred for removal of personnel for violation of standards of conduct, including but not limited to, travel or defense of litigation, shall not be allowable under this contract.

IMPORTANT NOTE: All contractor personnel when at a Foreign Service Mission are subject to the administrative control of the United States Ambassador or Principal Officer of that mission. If that responsible official determines that it is in the best interest of the Government for a contract individual to be removed from post, that individual must depart as quickly as transportation will allow. The issue of whether such removal is for convenience of the Government or for cause will be resolved after the fact, by the Contracting Officer.

A determination to remove a Contractor employee from site, or from contract performance at a domestic facility, due to misconduct or unsuitability may involve, but is not limited to, the following types of misconduct or delinquency that may be documented by the OBO COR, site PD, SSM or RSO, or domestically by DS/IS/IND and reported to the CO:

H.11.14.1 Notoriously disgraceful conduct, to include, but not limited to: the frequenting of prostitutes, engaging in public or promiscuous sexual relations, spousal abuse, neglect or abuse of children, manufacturing or distributing pornography, entering into debts the employee could not pay, or making use of one's position or immunity to profit or to provide favor to another or to create the impression of gaining or giving an improper favor.

H.11.14.2 Failure to report notoriously disgraceful conduct and/or non-compliance of other employees (DoS, Contractor or foreign national) in accordance with existing Post and Department of State policies and regulations.

H.11.14.3 Neglect of duty, unsatisfactory performance, unreasonable delays or failure to carry out assigned tasks, conducting personal affairs during official time, refusing to render assistance/cooperate in upholding the integrity of the objectives of this contract.

H.11.14.4 Falsification or unlawful concealment, removal, mutilation or destruction of any document or record, or concealment of material facts by willful omissions from documents or records. Improper use of credentials, badges or official papers.

H.11.14.5 Disorderly conduct, use of abusive or offensive language, quarreling, intimidation by words or actions, or fighting. Participation in disruptive activities that interfere with the normal efficient operations of the worksite.

H.11.14.6 Theft, vandalism, immoral conduct, or any other criminal action under U.S. or host country law.

H.11.14.7 Selling, consuming or being under the influence of drugs, or other illegal substances that produce similar effects.

H.11.14.8 Abuse of alcohol.

H.11.14.9 Any evidence that would indicate that the individual is guilty of security violations including black market dealings, currency manipulation, violations of the post contact policy regarding criteria country nationals, espionage or treason.

H.11.14.10 Noncompliance with site/post security and reporting policies.

H.11.15 Security Briefings All contractors will be required to attend Contractor-provided initial, pre-deployment, and continuing security awareness briefings regarding policies and procedures for the protection of classified, SBU and unclassified information, and the contractual security requirements contained in Sections H.11, H.12 and H.13. Contractor shall maintain a copy of signed briefing acknowledgements for each employee performing on the contract.

H.11.15.1 Upon arrival at an overseas Post/Site, all personnel will be required to attend initial and subsequent periodic security briefings by the responsible SSM, RSO, or designee. All personnel must attend a debriefing by the SSM, RSO, or designee. Additional debriefing may be requested by Diplomatic Security, either at post/site prior to departure and/or at the Contractor's location.

H.11.16 Special Reporting Requirements The following reporting requirements are applicable to all cleared contractors. The reporting requirements are summarized below. Contractor Facility Security Officers are required to brief these requirements to their cleared contractors in conjunction with contract section H.11.15.

H.11.16.1 Personal (unofficial) travel outside of the project country Cleared contractor personnel must report all unofficial travel to the OBO SSM or RSO one week prior to departure. OBO SSM or RSO will arrange appropriate travel briefing/debriefing through the RSO when the

itinerary includes transit through or visit to a Prohibited Countries List country. Domestically, contractors should report unofficial travel which includes transit through or visit to a Prohibited Countries List country to DS/IS/IND. Those countries currently include:

- Belarus
- Cuba
- Iran
- North Korea
- Peoples Republic of China, including Hong Kong
- Russia
- Venezuela
- Vietnam

H.11.16.2 Suspicious Contact Reports (SCRs) Any contact with host or third country nationals that seems suspicious (such as undue curiosity as to the purpose of presence in country, requests for information regarding the project or project personnel), or attempts to establish suspicious recurring contact beyond routine professional or personal services, shall be reported immediately to the SSM and/or RSO. Reporting of suspicious contacts requires filing a DS-1887 form, which can be obtained from the SSM/RSO. When completed, the form should be returned to the SSM/RSO for any necessary investigative action and for submission to Diplomatic Security's CounterIntelligence Division (DS/CI). Additionally, the company FSO shall submit a Suspicious Contact Report to the Defense Security Service Industrial Security Representative (in accordance with the NIPSOM) and DS/IS/IND.

H.11.16.3 Foreign Contact Reporting All contractors at the project site must adhere to the foreign contact reporting requirements specific to each project site, as briefed by the SSM/RSO, which may include all unofficial contact with nationals from specific HUMINT threat countries, the reporting of close and continuing social contact with foreign nationals, co-habitation with foreign nationals, and non-project related personal business and/or financial relationships with any foreign nationals. Reporting of foreign contacts requires filing a DS-1887 form, which can be obtained from the SSM/RSO. When completed, the form should be returned to the SSM/RSO for any necessary investigative action and for submission to Diplomatic Security's CounterIntelligence Division (DS/CI). If investigative action results in information of which the contractor should be aware, the reporting contractor will be briefed by the SSM/RSO.

H.11.16.4 Reporting Marriage, Intent to Marry, Cohabitation or Other Continuing Bonds of Affection with Foreign Nationals Cleared contractor personnel working on DoS contracts must report marriage, impending marriage, cohabitation and other continuing bonds of affection with foreign nationals to the SSM or RSO and DS/IS/IND. The appropriate forms and counseling

statement will be provided by the SSM/RSO for submission to DS/IS/IND. Contractors working domestically can obtain the appropriate forms from their FSO, who shall obtain and submit the forms to DS/IS/IND.

H.11.16.5 Reporting Adverse Financial Situation and Certain Arrests Cleared contractor personnel working on DoS contracts must report to DS/IS/IND, through their Facility Security Officer, wage garnishments, credit judgments, repossessions, tax liens, bankruptcies, and/or intentions to file for bankruptcy. Cleared contractors must also report adverse involvement with law enforcement agencies, including but not limited to: Arrests, other than minor traffic violations, for which a fine or forfeiture of \$150 or more was imposed; or arrests for “driving under the influence” or “driving while intoxicated.” Arrests must be reported in a timely fashion (i.e., within 72 hours). Reporting must not be delayed pending the conclusion of any judicial action. Contractors arrested or detained overseas for reasons listed above, or for any reason, must report to SSM, RSO and DS/IS/IND.

H.11.16.6 Dual Citizenship Cleared contractors contemplating applying for citizenship with a foreign country must report this fact to their contracting officer’s representative (COR) and DS/IS/IND when any act is initiated in furtherance of obtaining foreign citizenship.

#### H.11.17 Electronic Transmission Security

Transmission of Sensitive But Unclassified (SBU) information via the Internet is prohibited, in accordance with the Security Classification Guide (SCG) for Design and Construction of Facilities Overseas, dated May 21, 2003, and contract Section E.7.3. SBU information can be transmitted via ProjNet, mail, GSA Schedule 48 commercial carriers or fax, as outlined in the SCG, or handcarried by authorized contractor personnel.

H.11.17.1 When it is deemed necessary to take personal or contractor-owned laptops, Personal Digital Assistants (PDAs), smart phones (such as Blackberrys), cell phones, digital cameras or any other electronic processing media overseas to process or store any OBO project information (on or off the site), the following guidelines must be adhered to:

Electronic processing media **MUST BE ENCRYPTED** using any product on the IT CCB list, or any NIST approved product. (NIST approved products can be found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>) An overwrite utility software must be used to remove all previous data in the following manner: A first overwrite pass using the number '1'; A second overwrite pass using the number '0'; and a third overwrite pass using ANY character. Classified information is not authorized for transmission/storage on any electronic devices.

H.11.17.2 Electronic Items to Site/Post PD/SSM or RSO may require review and approval of plans to handcarry any electronic items onto or off the site. The contractor, and any subcontractors, who must bring electronic media onto the site, shall submit to the PD/SSM or RSO, in advance of arrival, the electronic equipment to be brought on site, the purpose of the electronic equipment, the approved encryption package (IAW H.11.17.2) on the equipment and the length of time the equipment will be on site. If advance notice of electronic equipment is not

submitted to the PD/SSM or RSO, the PD/SSM or RSO may deny access of the equipment onto the site until the above listed information has been submitted and reviewed. Prior to approval of introduction of electronic equipment to the site for any reason, the SSM may require a briefing acknowledgement to be signed.

H.11.17.3 Thumb drives, jump drives and other portable storage devices Downloading OBO project information at the site onto thumb drives, jump drives or other portable storage devices onto which project information can be downloaded, is prohibited unless specifically authorized in writing by the SSM or RSO (domestically, authorization must be obtained from the COR and DS/IS/IND). Requests to utilize these portable storage devices must include certification that a NIST approved product (including the product name and version) will be utilized to encrypt the portable storage device. A listing of NIST approved products for these storage devices can be found at <http://csrc.nist.gov/groups/STM/cmvp/validation.html>.

Authorized users must have an SSM or RSO briefing and sign a briefing acknowledgement regarding their responsibility to safeguard such media. Domestically, authorized users must be briefed by their FSO and sign a briefing acknowledgement regarding their responsibility to safeguard such media. Any loss or compromise of storage devices containing project information must be reported to the PD/SSM or RSO, the COR and DS/IS/IND immediately.

H.11.17.4. Hardcopy SBU documents and drawings to be removed from the site The PD/SSM or RSO may require advanced approval to remove any SBU or unclassified drawings and documents from the site for the purpose of working off-site after hours. The contractor shall comply with site security requirements regarding removal of any DoS information.

#### H.11.18 Project Generated Waste – Disposal/Destruction Plan

##### H.11.18.1 Domestic Contractor Facility

The Contractor shall develop a waste paper disposal/destruction plan for all paper documents and drawings generated at the Contractor's facility. Waste paper includes any project documentation related to personnel matters, working papers, delivery schedules, vendor correspondence, project schedules, warranty and equipment manuals, any drawings regardless of sensitivity and all other project related paper. All paper produced at the Contractor's facility shall be collected separately from refuse, garbage and material, and disposed of in accordance with the Contractor's plan. Contractor shall provide appropriate means of disposal of up to Sensitive But Unclassified information. All paper waste must be destroyed by cross-cut shredder, burned beyond reconstruction, or disintegrated. Project related waste paper must not be put into commercial trash containers for removal from facility.

##### H.11.18.2 Project Site

The Contractor's personnel shall familiarize themselves and comply with the waste paper disposal/destruction procedures at each site. Project related waste paper must not be put into commercial trash containers for removal from site. Contractor should also take care to appropriately dispose of sensitive packing material and boxes which indicate temporary or permanent technical security equipment installed at the site.

#### H.11.19 Project Related Classified Working Papers, Waste, and/or Drawings

Contractors are not authorized to handcarry classified material overseas. Project related classified material generated while at the project site must be transmitted by the authorized means described below.

H.11.19.1 Classified information which needs to be transmitted back to the contractor's domestic facility, or to OBO, shall be given to the OBO PD, SSM or RSO for transmission to OBO by classified Diplomatic Pouch or authorized DoS courier. Secure fax or DoS Classified LAN (CLAN) can be utilized when coordinated with PD/SSM or RSO. All classified materials given to the PD/SSM or RSO for transmission must be appropriately marked with appropriate classification markings (unclassified, SBU, SBU/NOFORN, Confidential or Secret), government warnings against reproduction and distribution and bear the proper name of the site/project. Unmarked documents shall be returned to the prime for classification and marking prior to transmission. Upon delivery of the classified material to OBO, the OBO COR will arrange for the return of the classified material to the contractor's cleared facility via appropriate means.

H.11.19.2 All project related classified working papers and waste generated while overseas shall be retained for secure storage, disposal or transmission by means described in **H.11.19.1** Only SBU and unclassified project documentation may be handcarried back to contractor facility for storage/disposal. Contractor shall maintain positive, personal control over documentation at all times.

H.11.19.3 All project related working papers and drawings to be removed from the site shall be reviewed by PD, SSM or designated Contractor document security manager one (1) day prior to departure, to ensure that classified material has not been generated and is not handcarried back to Contractor facility.

H.11.20 Overseas Off-Site Offices (temporary offices) If any project information (unclassified or SBU) will be stored at off-site locations (temporary offices, hotel rooms, etc.) the contractor must obtain written approval from the OBO PD, in consultation with the OBO SSM. Proposals to store **any project information** in the host country at off-site locations shall detail, at minimum, the following:

- the responsible party
- the location of the office/space where information is to be stored
- the name, address and nationality of the landlord/lessor (space may not be leased from citizens/firms on the Prohibited Countries List)
- the method to be employed to secure SBU information when not in use (lockable containers to which only authorized project personnel have access)
- an emergency notification and reporting plan for suspected compromise of the premises, information, or any emergency such as fire or break-in.

#### H.12 ADDITIONAL SECURITY REQUIREMENTS

H.12.1 Security Program If desired, the Contractor shall meet with the COR and other Government officers to discuss and develop a mutual understanding relative to the requirements



and administration of the overall security program, and the respective responsibilities of the Contractor and the Government.

The Government shall consider noncompliance with security regulations by the Contractor or his employees, subcontractors, suppliers, etc. to be sufficient grounds for termination of the contract for default. Loss or invalidation of facility clearance may also constitute grounds for termination.

H.12.2 Personnel The Contractor agrees to permit only those individuals approved by the Government to be used in the performance of this contract.

H.12.3 Site Badges The Contractor shall obtain a local project site badge for all employees performing under this contract who require frequent and continuing access to site, in accordance site/post policies.

H.12.4 Official Passports For work to be performed in certain countries, the Contracting Officer or Contracting Officer's Representative may authorize the issuance of official passports for Contractor personnel performing on this contract. Official passports issued under this contract are for use by Contractor personnel only when they are traveling on official DoS business/task orders associated with this contract. Official passports must be returned to the COR when an employee leaves the Contractor's employment, when employee is no longer performing on the contract or when the contract has been completed.

H.12.5 Security performance on this contract shall be in accordance with: the attached DD Form 254; Federal Acquisition Regulations (FAR) clause 52.204-2, Security Requirements and Sections H.6; H.7; and H.8, as applicable.

## H.13 SAFEGUARDING AND RELEASE OF CLASSIFIED AND SENSITIVE BUT UNCLASSIFIED INFORMATION

The Contractor and its employees shall exercise utmost discretion in regard to all matters relating to their duties and functions. They shall not communicate to any person any information known to them by reason of their performance of services under this contract which has not been made public, except to the extent necessary to perform their required duties in the performance of the

contract requirements or as provided by written authorization of the Contracting Officer. All documents and records (including photographs) generated during the performance of work under this contract shall be for sole use of and shall become the exclusive property of the U.S. Government. No article, book, pamphlet, recording, broadcast, speech, television appearance, film or photograph concerning any aspect of the work performed under this contract shall be published or disseminated through any media, to include company or personal websites, without the prior written authorization of the Contracting Officer. These obligations do not cease upon the expiration or termination of this contract or at any other point in time. The Contract shall include the substance of this provision in all subcontracts hereunder.

The Contractor shall notify the Contracting Officer if any legal dispute arises between the Contractor and any subcontractor or vendor pertaining to performance on this contract which could potentially result in disclosure of any information related to design, construction or maintenance of a diplomatic facility overseas. Legal disputes include legal actions submitted to civil, criminal, local or federal courts, as well as disputes submitted to arbitration or mediation. This responsibility to notify the Contracting Officer shall not cease upon the expiration or termination of this contract. The Contractor hereby agrees to be responsible for all costs associated with the release, whether authorized or unauthorized, of "Classified" or "Sensitive but Unclassified" information for which the Contractor or a subcontractor at any level is responsible, including releases associated with legal disputes, and agrees to fully indemnify the government for any expense that the government incurs as a result of the release or use of "Classified" or "Sensitive but Unclassified" information including all costs associated with steps taken by the government to mitigate exposure in anticipation of the use of "Classified" or "Sensitive but Unclassified" information in legal disputes and/or costs which result from mitigation of the release of "Classified" or "Sensitive but Unclassified" information. This indemnity agreement made herein by the Contractor includes all disputes with, between, and among the Contractor and any party and the Contractor's sub-contractor's, to the lowest tier and any party. This agreement by the Contractor to fully indemnify the government shall not cease upon the expiration or termination of this contract. The Contractor shall include the substance of this provision in all subcontracts.

#### H.14 PUBLIC RELEASE OF INFORMATION

There shall be no public release of information or photographs concerning any aspect of the design, construction, or other services relating to this contract, or other documents resulting there from, without the written prior approval of the Contracting Officer. The Contractor shall include the substance of this provision in all subcontracts hereunder.

#### H.15 WORK AT GOVERNMENT INSTALLATIONS

Employees of the Contractor performing any work under this contract at Government installations shall observe and comply with all prescribed and applicable rules, regulations, and established working hours of such installations unless authorized otherwise, in writing, by the COR.

#### H.16. COMPLIANCE WITH NATIONAL AND LOCAL HOST COUNTRY LAWS

The Contractor, including subcontractors, shall comply with all applicable national and local host country laws unless specifically authorized in writing to do otherwise by the Contracting Officer.

#### H.17. PERMITS AND LICENSES

The Contractor shall ensure that all company and individual licenses, personnel certificates of training, and job specific permits are kept current and valid.

#### H.18. ACCEPTABLE QUALITY LEVELS AND DEDUCT SCHEDULE

### ***PERFORMANCE REQUIREMENTS***

<b>Performance Requirement</b>	<b>Minimum Level of Acceptable Performance</b>	<b>Credit to Government for Less Than Minimum Acceptable Performance</b>
A draft test report shall be submitted within 14 calendar days after receiving the test data from the COR.	100%; All reports delivered on time per project.	If late by 2 days or less, 3% per late report; if late more than 5 business days, 5% per late report
A final test report shall be submitted within 14 calendar days after receipt of comments from the COR.	100%; All reports delivered on time per project.	If late by 2 days or less, 3% per late report; if late more than 5 business days, 5% per late report.
The contractor shall provide two copies of the test plan.	100%; All test plans delivered on time per project.	If late by 2 days or less, 3% per late report; if late more than 5 business days, 5% per late report.

**NOTE: The percent deducted is from the total awarded delivery order price.**

#### **H.19. KEY PERSONNEL (02/96)**

(a) The Contractor shall assign to this contract the following key personnel:

<b>LABOR CATEGORY</b>	<b>NAME</b>
Program Manager	
RCDD Architect/Engineer	
Site Supervisor	

**[Names to be inserted by Offeror at time of proposal submission.]**

(b) The Contractor agrees that a partial basis for award of this contract is the list of key personnel proposed. Accordingly, the Contractor agrees to assign to this contract those key persons whose resumes were submitted with the proposal necessary to fulfill the requirements of the contract. No substitution shall be made without prior notification to and concurrence of the Contracting Officer. During the first ninety days of performance, the Contractor shall make no substitutions of key personnel unless the substitution is necessitated by illness, death, or termination of employment.

(c) All proposed substitutes shall meet or exceed the qualifications of the person to be replaced. The Contracting Officer shall be notified in writing of any proposed substitution at least forty-five days, or ninety days if a security clearance is to be obtained, in advance of the proposed substitution. Such notification shall include: (1) an explanation of the circumstances necessitating the substitution; (2) a complete resume of the proposed substitute; and (3) any other information requested by the Contracting Officer to enable him to judge whether or not the

Contractor is maintaining the same high quality of personnel that provided the partial basis for award.

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## SECTION I - CONTRACT CLAUSES

### I.1 FAR 52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at: <http://acquisition.gov/far/index.html> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use the Department of State Acquisition website at <http://www.statebuy.state.gov/> to see the links to the FAR. You may also use Internet “search engines” (for example, Google, Yahoo or Excite) to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation clauses are incorporated by reference (48 CFR CH. 1):

<u>CLAUSE</u>	<u>TITLE AND DATE</u>
52.202-1	DEFINITIONS (NOV 2013)
52.203-3	GRATUITIES (APR 1984)
52.203-5	COVENANT AGAINST CONTINGENT FEES (MAY 2014)
52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT (SEPT 2006)
52.203-7	ANTI-KICKBACK PROCEDURES (MAY 2014)
52.203-8	CANCELLATION, RECISSION AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY (MAY 2014)
52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (OCT 2010)
52.203-17	CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLEBLOWER RIGHTS (APR 2014)
52.204-4	PRINTED OR COPIED DOUBLE-SIDED ON POST CONSUMER FIBER CONTENT (MAY 2011)

52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-9	PERSONAL IDENTITY VERIFICATION OF CONTRACTOR PERSONNEL (JAN 2011)
52.204-10	REPORTING EXECUTIVE COMPENSATION AND FIRST-TIER SUBCONTRACT AWARDS (JULY 2013)
52.209-6	PROTECTING THE GOVERNMENT’S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED OR PROPOSED FOR DEBARMENT (AUG 2013)
52.215-2	AUDIT AND RECORDS – NEGOTIATION (OCT 2010)
52.215-8	ORDER OF PRECEDENCE – UNIFORM CONTRACT FORMAT (OCT 1997)
52.215-21	REQUIREMENTS FOR CERTIFIED COST OR PRICING DATA AND DATA OTHER THAN CERTIFIED COST OR PRICING DATA – MODIFICATIONS (OCT 2010)
52.216-7	ALLOWABLE COST AND PAYMENT (JUN 2013) <i>Alternate I (FEB 1997)</i>
52.222-1	NOTICE TO THE GOVERNMENT OF LABOR DISPUTES (FEB 1997)
52.222-19	CHILD LABOR – COOPERATION WITH AUTHORITIES AND REMEDIES (JAN 2014)
52.222-50	COMBATING TRAFFICKING IN PERSONS (FEB 2009)
52.223-18	ENCOURAGING CONTRACTOR POLICIES TO BAN TEXT MESSAGING WHILE DRIVING (AUG 2011)
52.225-5	TRADE AGREEMENTS (NOV 2013)
52.225-13	RESTRICTIONS ON CERTAIN FOREIGN PURCHASES(JUN 2008)
52.225-14	INCONSISTENCY BETWEEN ENGLISH VERSION AND TRANSLATION OF CONTRACT (FEB 2000)
52.228-2	ADDITIONAL BOND SECURITY (OCT 1997)
52.228-5	INSURANCE – WORK ON A GOVERNMENT INSTALLATION (JAN 1997)
52.228-11	PLEDGES OF ASSETS (JAN 2012)
52.228-13	ALTERNATIVE PAYMENT PROTECTION (JULY 2000)

52.228-14	IRREVOCABLE LETTER OF CREDIT (NOV 2014)
52.229-6	TAXES – FOREIGN FIXED-PRICE CONTRACTS (FEB 2013)
52.232-5	PAYMENTS UNDER FIXED-PRICE CONSTRUCTION CONTRACTS (MAY 2014)
52.232-17	INTEREST (MAY 2014)
52.232-18	AVAILABILITY OF FUNDS (APR 1984)
52.232-24	PROHIBITION OF ASSIGNMENT OF CLAIMS (MAY 2014)
52.232-27	PROMPT PAYMENT FOR CONSTRUCTION CONTRACTS (MAY 2014)
52.232-32	PERFORMANCE–BASED PAYMENTS (APR 2012)
52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER – SYSTEM FOR AWARD MANAGEMENT ( JULY 2013)
52.233-1	DISPUTES (MAY 2014) <i>Alternate I (DEC 1991)</i>
52.233-3	PROTEST AFTER AWARD (AUG 1996)
52.233-4	APPLICABLE LAW FOR BREACH OF CONTRACT CLAIM (OCT 2004)
52.236-2	DIFFERING SITE CONDITIONS (APR 1984)
52.236-3	SITE INVESTIGATION AND CONDITIONS AFFECTING THE WORK (APR 1984)
52.236-5	MATERIAL AND WORKMANSHIP (APR 1984)
52.236-6	SUPERINTENDENCE BY THE CONTRACTOR (APR 1984)
52.236-7	PERMITS AND RESPONSIBILITIES (NOV 1991)
52.236-8	OTHER CONTRACTS (APR 1984)
52.236-9	PROTECTION OF EXISTING VEGETATION, STRUCTURES, EQUIPMENT, UTILITIES, AND IMPROVEMENTS (APR 1984)
52.236-10	OPERATIONS AND STORAGE AREAS (APR 1984)
52.236-11	USE AND POSSESSION PRIOR TO COMPLETION (APR 1984)

- 52.236-12 CLEANING UP (APR 1984)
- 52.236-14 AVAILABILITY AND USE OF UTILITY SERVICES (APR 1984)
- 52.236-15 SCHEDULES FOR CONSTRUCTION CONTRACTS (APR 1984)
- 52.236-21 SPECIFICATIONS AND DRAWINGS FOR CONSTRUCTION (FEB 1997)
- 52.236-26 PRECONSTRUCTION CONFERENCE (FEB 1995)
- 52.242-3 PENALTIES FOR UNALLOWABLE COSTS (MAY 2014)
- 52.242-13 BANKRUPTCY (JULY 1995)
- 52.243-4 CHANGES (JUN 2007)
- 52.244-6 SUBCONTRACTOR AND COMMERCIAL ITEMS (JULY 2014)
- 52.245-1 GOVERNMENT PROPERTY (APR 2012)
- 52.243-5 CHANGES AND CHANGED CONDITIONS (APR 1984)
- 52.245-9 USE & CHARGES (APR 2012)
- 52.246-21 WARRANTY OF CONSTRUCTION (MAR 1994)
- 52.247-63 PREFERENCE FOR U.S-FLAG CARRIERS (JUN 2003)
- 52.247-64 PREFERENCE FOR PRIVATELY-OWNED U.S-FLAG COMMERCIAL VESSELS (FEB 2006)
- 52.248-3 VALUE ENGINEERING – CONSTRUCTION (OCT 2010)
- 52.249-2 TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE) (APR 2012) *Alternate I (SEPT 1996)*
- 52.249-14 EXCUSABLE DELAYS (APR 1984)
- 52.249-10 DEFAULT (FIXED-PRICE CONSTRUCTION) (APR 1984)

The following Department of State Acquisition Regulations (DOSAR) are set forth in full text:

- I.1 652.204-70 DEPARTMENT OF STATE PERSONAL IDENTIFICATION CARD ISSUANCE PROCEDURES (MAY 2011)



(a) The Contractor shall comply with the Department of State (DOS) Personal Identification Card Issuance Procedures for all employees performing under this contract who require frequent and continuing access to DOS facilities, or information systems. The Contractor shall insert this clause in all subcontracts when the subcontractor's employees will require frequent and continuing access to DOS facilities, or information systems.

(b) The DOS Personal Identification Card Issuance Procedures may be accessed at <http://www.state.gov/m/ds/rls/rpt/c21664.htm>.

(End of clause)

## I.2 652.243-70 NOTICES (AUG 1999)

Any notice or request relating to this contract given by either party to the other shall be in writing. Said notice or request shall be mailed or delivered by hand to the other party at the address provided in the schedule of the contract. The Contracting Officer must make all modifications to the contract in writing.

## I.3 652.242-73 AUTHORIZATION AND PERFORMANCE (AUG 1999)

(a) The Contractor warrants the following:

(1) That it has obtained authorization to operate and do business in the country or countries in which this contract will be performed;

(2) That it has obtained all necessary licenses and permits required to perform this contract; and,

(3) That it shall comply fully with all laws, decrees, labor standards, and regulations of said country or countries during the performance of this contract.

(b) If the party actually performing the work will be a subcontractor or joint venture partner, then such subcontractor or joint venture partner agrees to the requirements of paragraph (a) of this clause.

## I.4 RESERVED

## I.5 THE FOLLOWING CLAUSE IS APPLICABLE, IF CHECKED:

### [ ] 652.229-70 EXCISE TAX EXEMPTION STATEMENT FOR CONTRACTORS WITHIN THE UNITED STATES (JULY 1988)

This is to certify that the item(s) covered by this contract is/are for export solely for the use of the U.S. Foreign Service Post identified in the contract schedule.

The Contractor shall use a photocopy of this contract as evidence of intent to export. Final proof of exportation may be obtained from the agent handling the shipment. Such proof shall be accepted in lieu of payment of excise tax.

## I.6 52.228-15 PERFORMANCE AND PAYMENT BONDS—CONSTRUCTION (OCT 2010)

(a) *Definitions.* As used in this clause—

“Original contract price” means the award price of the contract; or, for requirements contracts, the price payable for the estimated total quantity; or, for indefinite-quantity contracts, the price payable for the specified minimum quantity. Original contract price does not include the price of any options, except those options exercised at the time of contract award.

(b) *Amount of required bonds.* Unless the resulting contract price is \$150,000 or less, the successful offeror shall furnish performance and payment bonds to the Contracting Officer as follows:

(1) *Performance bonds (Standard Form 25).* The penal amount of performance bonds at the time of contract award shall be 100 percent of the original contract price.

(2) *Payment Bonds (Standard Form 25-A).* The penal amount of payment bonds at the time of contract award shall be 100 percent of the original contract price.

(3) *Additional bond protection.*

(i) The Government may require additional performance and payment bond protection if the contract price is increased. The increase in protection generally will equal 100 percent of the increase in contract price.

(ii) The Government may secure the additional protection by directing the Contractor to increase the penal amount of the existing bond or to obtain an additional bond.

(c) *Furnishing executed bonds.* The Contractor shall furnish all executed bonds, including any necessary reinsurance agreements, to the Contracting Officer, within the time period specified in the Bid Guarantee provision of the solicitation, or otherwise specified by the Contracting Officer, but in any event, before starting work.

(d) *Surety or other security for bonds.* The bonds shall be in the form of firm commitment, supported by corporate sureties whose names appear on the list contained in Treasury Department Circular 570, individual sureties, or by other acceptable security such as postal money order, certified check, cashier's check, irrevocable letter of credit, or bonds or notes of the United States. Treasury Circular 570 is published in the Federal Register or Department of Treasury, Financial Management Service, Surety Bond Branch, 3700 East West Highway, Room 6F01, Hyattsville, MD 20782, or via the internet at <http://www.fms.treas.gov/c570/c570.html>.

(e) *Notice of subcontractor waiver of protection (40 U.S.C. 3133(c)).* Any waiver of the right to sue on the payment bond is void unless it is in writing, signed by the person whose right is waived, and executed after such person has first furnished labor or material for use in the performance of the contract.”

I.7 652.225-71 SECTION 8(A) OF THE EXPORT ADMINISTRATION ACTS OF 1979, as amended (AUG 1999)

(a) Section 8(a) of the U.S. Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)), prohibits compliance by U.S. persons with any boycott fostered by a foreign country

against a country which is friendly to the United States and which is not itself the object of any form of boycott pursuant to United States law or regulation. The Boycott of Israel by Arab League countries is such a boycott, and therefore, the following actions, if taken with intent to comply with, further, or support the Arab League Boycott of Israel, are prohibited activities under the Export Administration Act:

(1) Refusing, or requiring any U.S. person to refuse to do business with or in Israel, with any Israeli business concern, or with any national or resident of Israel, or with any other person, pursuant to an agreement of, or a request from or on behalf of a boycotting country;

(2) Refusing, or requiring any U.S. person to refuse to employ or otherwise discriminating against any person on the basis of race, religion, sex, or national origin of that person or of any owner, officer, director, or employee of such person;

(3) Furnishing information with respect to the race, religion, or national origin of any U.S. person or of any owner, officer, director, or employee of such U.S. person;

(4) Furnishing information about whether any person has, has had, or proposes to have any business relationship (including a relationship by way of sale, purchase, legal or commercial representation, shipping or other transport, insurance, investment, or supply) with or in the State of Israel, with any business concern organized under the laws of the State of Israel, with any Israeli national or resident, or with any person which is known or believed to be restricted from having any business relationship with or in Israel;

(5) Furnishing information about whether any person is a member of, has made contributions to, or is otherwise associated with or involved in the activities of any charitable or fraternal organization which supports the State of Israel; and,

(6) Paying, honoring, confirming, or otherwise implementing a letter of credit which contains any condition or requirement against doing business with the State of Israel.

(b) Under Section 8(a), the following types of activities are not forbidden ``compliance with the boycott," and are therefore exempted from Section 8(a)'s prohibitions listed in paragraphs (a)(1)-(6) above:

(1) Complying or agreeing to comply with requirements:

(i) Prohibiting the import of goods or services from Israel or goods produced or services provided by any business concern organized under the laws of Israel or by nationals or residents of Israel; or,

(ii) Prohibiting the shipment of goods to Israel on a carrier of Israel, or by a route other than that prescribed by the boycotting country or the recipient of the shipment;

(2) Complying or agreeing to comply with import and shipping document requirements with respect to the country of origin, the name of the carrier and route of shipment, the name of the supplier of the shipment or the name of the provider of other services, except that no information knowingly furnished or conveyed in response to such requirements may be stated in negative, blacklisting, or similar exclusionary terms, other than with respect to carriers or route of shipments as may be permitted by such

regulations in order to comply with precautionary requirements protecting against war risks and confiscation;

(3) Complying or agreeing to comply in the normal course of business with the unilateral and specific selection by a boycotting country, or national or resident thereof, of carriers, insurance, suppliers of services to be performed within the boycotting country or specific goods which, in the normal course of business, are identifiable by source when imported into the boycotting country;

(4) Complying or agreeing to comply with the export requirements of the boycotting country relating to shipments or transshipments of exports to Israel, to any business concern of or organized under the laws of Israel, or to any national or resident of Israel;

(5) Compliance by an individual or agreement by an individual to comply with the immigration or passport requirements of any country with respect to such individual or any member of such individual's family or with requests for information regarding requirements of employment of such individual within the boycotting country; and,

(6) Compliance by a U.S. person resident in a foreign country or agreement by such person to comply with the laws of that country with respect to his or her activities exclusively therein, and such regulations may contain exceptions for such resident complying with the laws or regulations of that foreign country governing imports into such country of trademarked, trade named, or similarly specifically identifiable products, or components of products for his or her own use, including the performance of contractual services within that country, as may be defined by such regulations.

#### I.8 652.229-71 PERSONAL PROPERTY DISPOSITION AT POSTS ABROAD (AUG 1999)

Regulations at 22 CFR Part 136 require that U.S. Government employees and their families do not profit personally from sales or other transactions with persons who are not themselves entitled to exemption from import restrictions, duties, or taxes. Should the Contractor experience importation or tax privileges in a foreign country because of its contractual relationship to the United States Government, the Contractor shall observe the requirements of 22 CFR Part 136 and all policies, rules, and procedures issued by the chief of mission in that foreign country.

#### I.9 CONTRACTOR IDENTIFICATION (JULY 2008)

Contract performance may require contractor personnel to attend meetings with government personnel and the public, work within government offices, and/or utilize government e-mail.

Contractor personnel must take the following actions to identify themselves as non-federal employees:

- 1) Use an e-mail signature block that shows name, the office being supported and company affiliation (e.g. “John Smith, Office of Human Resources, ACME Corporation Support Contractor”);
- 2) Clearly identify themselves and their contractor affiliation in meetings;
- 3) Identify their contractor affiliation in Departmental e-mail and phone listings whenever contractor personnel are included in those listings; and
- 4) Contractor personnel may not utilize Department of State logos or indicia on business cards.

PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACHMENTS

SECTION J - LIST OF ATTACHMENTS

ATTACHMENT NO.	DESCRIPTION OF ATTACHMENT	NO. PAGES
Attachment 1	Sample Bank Letter of Guaranty	1
Attachment 2	Breakdown of Proposal Price by Divisions of Specifications	1
Attachment 3	Drawings	
Attachment 4	Specifications	

ATTACHMENT #3 - SAMPLE LETTER OF BANK GUARANTY

Place [       ]

Date [       ]

Contracting Officer  
U.S. Embassy, Bridgetown  
Wilkey Business Park,  
Wilkey,  
St. Michael

Letter of Guaranty No. \_\_\_\_\_

SUBJECT: Performance and Guaranty

The Undersigned, acting as the duly authorized representative of the bank, declares that the bank hereby guarantees to make payment to the Contracting Officer by check made payable to the Treasurer of the United States, immediately upon notice, after receipt of a simple written request from the Contracting Officer, immediately and entirely without any need for the Contracting Officer to protest or take any legal action or obtain the prior consent of the Contractor to show any other proof, action, or decision by an other authority, up to the sum of ***[insert amount equal to 40% of the contract price in U.S. dollars during the period ending with the date of final acceptance, and 10% of the contract price during contract guaranty period]***, which represents the deposit required of the Contractor to guarantee fulfillment of his obligations for the satisfactory, complete, and timely performance of the said contract **SBB21015Q0014** for the design and construction of a new fixed roof mounted photovoltaic (PV) renewable power generation system, sized at 65kW (Kilowatt) AC system capacity, and located on the warehouse compound. The system shall include balance of system (BOS) components, inverters, power integration, metering, and an internet connected Data Acquisition System at Wilkey, St. Michael in strict compliance with the terms, conditions and specifications of said contract, entered into between the Government and ***[name of contractor]*** of ***[address of contractor]*** on ***[contract date]***, plus legal charges of 10% per annum on the amount called due, calculated on the sixth day following receipt of the Contracting Officer's written request until the date of payment.

The undersigned agrees and consents that said contract may be modified by Change Order or Supplemental Agreement affecting the validity of the guaranty provided, however, that the amount of this guaranty shall remain unchanged.

The undersigned agrees and consents that the Contracting Officer may make repeated partial demands on the guaranty up to the total amount of this guaranty, and the bank will promptly honor each individual demand.

This letter of guaranty shall remain in effect until 3 months after completion of the guaranty period of Contract requirement.

Depository Institution:           ***[name]***          

Address: \_\_\_\_\_

Representatives: \_\_\_\_\_

Location: \_\_\_\_\_

State of Inc.: \_\_\_\_\_

Corporate Seal: \_\_\_\_\_

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Certificate of Authority is attached evidencing authority of the signer to bind the bank to this document.



ATTACHMENT #2

UNITED STATES DEPARTMENT OF STATE  
BREAKDOWN OF PRICE BY DIVISIONS OF SPECIFICATIONS

(1) Division/Description	(2) Labor	(3) Materials	(4) Overhead	(5) Profit	(6) Total
1. General Requirements/ Mobilization					
2. Site Work					
3. Concrete					
4. Masonry					
5. Metals					
6. Wood and Plastic					
7. Thermal and Moisture					
8. Doors and Windows					
9. Finishes					
10. Specialties					
11. Equipment					
12. Furnishings					
13. Special Construction					
14. Conveying Systems					
15. Mechanical					
16. Electrical					
<b>TOTAL:</b>					

***Barbados dollars***

Allowance Items:

**PROPOSAL PRICE TOTAL: [Barbados Dollars]**

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Alternates (list separately; do not total):

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***Offeror:*** \_\_\_\_\_ ***Date*** \_\_\_\_\_

## PART IV - REPRESENTATIONS AND INSTRUCTIONS

### SECTION K - REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS OR QUOTERS

#### K.1 52.203-2 CERTIFICATE OF INDEPENDENT PRICE DETERMINATION (APR 1985)

(a) The offeror certifies that-

(1) The prices in this offer have been arrived at independently, without, for the purpose of restricting competition, any consultation, communication, or agreement with any other offeror or competitor relating to-

- (i) Those prices;
- (ii) The intention to submit an offer; or
- (iii) The methods or factors used to calculate the prices offered.

(2) The prices in this offer have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before bid opening (in the case of a sealed bid solicitation) or contract award (in the case of a negotiated solicitation) unless otherwise required by law; and

(3) No attempt has been made or will be made by the offeror to induce any other concern to submit or not to submit an offer for the purpose of restricting competition.

(b) Each signature on the offer is considered to be a certification by the signatory that the signatory-

(1) Is the person in the offeror's organization responsible for determining the prices being offered in this bid or proposal, and that the signatory has not participated and will not participate in any action contrary to subparagraph (a)(1) through (a)(3) above; or

(2) (i) Has been authorized, in writing, to act as agent for the following principals in certifying that those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above ***[insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization]***; and

(ii) As an authorized agent, does certify that the principals named in subdivision (b)(2)(i) above have not participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above; and

(iii) As an agent, has not personally participated, and will not participate, in any action contrary to subparagraphs (a)(1) through (a)(3) above.

(c) If the offeror deletes or modifies subparagraph (a)(2) above, the offeror must furnish with its offer a signed statement setting forth in detail the circumstances of the disclosure.

K.2     52.203-11 CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS (SEP 2007)

(a) Definitions. As used in this provision – “Lobbying contact” has the meaning provided at 2 USC 1602(8). The terms “agency”, “influencing or attempting to influence”, “officer or employee of an agency”, “person”, “reasonable compensation”, and “regularly employed” are defined in the FAR clause of this solicitation entitled Limitation on Payments to Influence Certain Federal Transactions (52.203-12).

(b) Prohibition. The prohibition and exceptions contained in the FAR clause of this solicitation entitled “Limitation on Payments to Influence Certain Federal Transactions” (52.203-12) are hereby incorporated by reference in this provision.

(c) Certification. The offeror, by signing its offer, hereby certifies to the best of his or her knowledge and belief that no Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a member of Congress on its behalf in connection with the awarding of this contract.

(d) Disclosure. If any registrants under the Lobbying Disclosure Act of 1995 have made a lobbying contract on behalf of the offeror with respect to this contract, the offeror shall complete and submit, with its officer, OMB Standard Form LLL, Disclosure of Lobbying Activities, to provide the name of the registrants. The offeror need not report regularly employed officers or employees of the offeror to whom payments of reasonable compensation were made.

(e) Penalty. Submission of this certification and disclosure is a prerequisite for making or entering into this contract imposed by 31 USC 1352. Any persons who makes an expenditure prohibited under this provision or who fails to file or amend the disclosure required to be filed or amended by this provision, shall be subject to a civil penalty of not less than \$10,000, and not more than \$150,000, for each failure.

K.3     52.204-3 TAXPAYER IDENTIFICATION (OCT 1998)

(a)     Definitions:

"Common parent", as used in this provision, means that corporate entity that owns or controls an affiliated group of corporations that files its Federal income tax returns on a consolidated basis, and of which the offeror is a member.

"Taxpayer Identification Number (TIN)", as used in this provision, means the number required by the IRS to be used by the offeror in reporting income tax and other returns. The TIN may be either a Social Security Number or an Employer Identification Number.

(b)     All offerors must submit the information required in paragraphs (d) through (f) of this provision in order to comply with debt collection requirements of 31 U.S.C. 7701(c) and 3325 (d), reporting requirements of 26 USC 6041, 6041A, and 6050M and implementing regulations issued by the Internal Revenue Service (IRS). If the resulting contract is subject to the reporting requirements described in FAR 4.904, the failure or refusal by the offeror to furnish

the information may result in a 31 percent reduction of payments otherwise due under the contract.

(c) The TIN may be used by the Government to collect and report on any delinquent amounts arising out of the offeror's relationship with the Government (31 USC 7701( c)(3)). If the resulting contract is subject to the payment reporting requirements described in FAR 4.904, the TIN provided hereunder may be matched with IRS records to verify the accuracy of the offeror's TIN.

(d) Taxpayer Identification Number (TIN)

TIN:	
	TIN has been applied for
	TIN is not required because:
	Offeror is a nonresident alien, foreign corporation, or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.
	Offeror is an agency or instrumentality of a foreign government
	Offeror is an agency or instrumentality of the Federal Government

(e) Type of Organization

	Sole Proprietorship
	Partnership
	Corporate Entity (not tax exempt)
	Corporate Entity (tax exempt)
	Government entity (Federal, State or local)
	Foreign Government
	International organization per 26 CFR 1.6049-4
	Other:

(f) Common Parent

	Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this clause.
	Name and TIN of common parent
Name	
TIN	

K.4 52.204-8 ANNUAL REPRESENTATIONS AND CERTIFICATIONS (NOV 2014)

(a)(1) The North American Industry Classification System (NAICS) code for this acquisition is

- ***236118-Construction of Buildings/Residential Remodeling***
- ***236220-Construction of Buildings/Commercial and Institutional Building (i.e. warehouse construction)***
- ***237110-Heavy and Civil Engineering Construction/Water and Sewer Line and Related Structures Construction***

- **237310-Heavy and Civil Engineering Construction/Highway, Street and Bridge Construction**
- **237990-Heavy and Civil Engineering Construction/Construction Management/  
outdoor recreation facility (except for dredging and surface clean-up activities\*)**

(2) The small business size standard is **\$36.5 million dollars**.

(3) The small business size standard for a concern which submits an offer in its own name, other than on a construction or service contract, but which proposes to furnish a product which it did not itself manufacture, is 500 employees.

(b)(1) If the provision at 52.204-7, System for Award Management, is included in this solicitation, paragraph (d) of this provision applies.

(2) If the provision at 52.204-7 is not included in this solicitation, and the offeror is currently registered in the System for Award Management (SAM), and has completed the Representations and Certifications section of SAM electronically, the offeror may choose to use paragraph (d) of this provision instead of completing the corresponding individual representations and certifications in the solicitation. The offeror shall indicate which option applies by checking one of the following boxes:

☐ (i) Paragraph (d) applies.

☐ (ii) Paragraph (d) does not apply and the offeror has completed the individual representations and certifications in the solicitation.

(c)(1) The following representations or certifications in SAM are applicable to this solicitation as indicated:

(i) 52.203-2, Certificate of Independent Price Determination. This provision applies to solicitations when a firm-fixed-price contract or fixed-price contract with economic price adjustment is contemplated, unless—

(A) The acquisition is to be made under the simplified acquisition procedures in Part 13;

(B) The solicitation is a request for technical proposals under two-step sealed bidding procedures; or

(C) The solicitation is for utility services for which rates are set by law or regulation.

(ii) 52.203-11, Certification and Disclosure Regarding Payments to Influence Certain Federal Transactions. This provision applies to solicitations expected to exceed \$150,000.

(iii) 52.204-3, Taxpayer Identification. This provision applies to solicitations that do not include the provision at 52.204-7, System for Award Management.

(iv) 52.204-5, Women-Owned Business (Other Than Small Business). This provision applies to solicitations that—

(A) Are not set aside for small business concerns;

(B) Exceed the simplified acquisition threshold; and

(C) Are for contracts that will be performed in the United States or its outlying areas.

(v) 52.209-2, Prohibition on Contracting with Inverted Domestic Corporations—Representation. This provision applies to solicitations using funds appropriated in fiscal years 2008, 2009, 2010, or 2012.

(vi) 52.209-5, Certification Regarding Responsibility Matters. This provision applies to solicitations where the contract value is expected to exceed the simplified acquisition threshold.

(vii) 52.214-14, Place of Performance—Sealed Bidding. This provision applies to invitations for bids except those in which the place of performance is specified by the Government.

(viii) 52.215-6, Place of Performance. This provision applies to solicitations unless the place of

performance is specified by the Government.

(ix) 52.219-1, Small Business Program Representations (Basic & Alternate I). This provision applies to solicitations when the contract will be performed in the United States or its outlying areas.

(A) The basic provision applies when the solicitations are issued by other than DoD, NASA, and the Coast Guard.

(B) The provision with its Alternate I applies to solicitations issued by DoD, NASA, or the Coast Guard.

(x) 52.219-2, Equal Low Bids. This provision applies to solicitations when contracting by sealed bidding and the contract will be performed in the United States or its outlying areas.

(xi) 52.222-22, Previous Contracts and Compliance Reports. This provision applies to solicitations that include the clause at 52.222-26, Equal Opportunity.

(xii) 52.222-25, Affirmative Action Compliance. This provision applies to solicitations, other than those for construction, when the solicitation includes the clause at 52.222-26, Equal Opportunity.

(xiii) 52.222-38, Compliance with Veterans' Employment Reporting Requirements. This provision applies to solicitations when it is anticipated the contract award will exceed the simplified acquisition threshold and the contract is not for acquisition of commercial items.

(xiv) 52.223-1, Biobased Product Certification. This provision applies to solicitations that require the delivery or specify the use of USDA–designated items; or include the clause at 52.223-2, Affirmative Procurement of Biobased Products Under Service and Construction Contracts.

(xv) 52.223-4, Recovered Material Certification. This provision applies to solicitations that are for, or specify the use of, EPA–designated items.

(xvi) 52.225-2, Buy American Certificate. This provision applies to solicitations containing the clause at 52.225-1.

(xvii) 52.225-4, Buy American—Free Trade Agreements—Israeli Trade Act Certificate. (Basic, Alternates I, II, and III.) This provision applies to solicitations containing the clause at 52.225-3.

(A) If the acquisition value is less than \$25,000, the basic provision applies.

(B) If the acquisition value is \$25,000 or more but is less than \$50,000, the provision with its Alternate I applies.

(C) If the acquisition value is \$50,000 or more but is less than \$79,507, the provision with its Alternate II applies.

(D) If the acquisition value is \$79,507 or more but is less than \$100,000, the provision with its Alternate III applies.

(xviii) 52.225-6, Trade Agreements Certificate. This provision applies to solicitations containing the clause at 52.225-5.

(xix) 52.225-20, Prohibition on Conducting Restricted Business Operations in Sudan—Certification. This provision applies to all solicitations.

(xx) 52.225-25, Prohibition on Contracting with Entities Engaging in Certain Activities or Transactions Relating to Iran-Representation and Certifications. This provision applies to all solicitations.

(xxi) 52.226-2, Historically Black College or University and Minority Institution Representation. This provision applies to solicitations for research, studies, supplies, or services of the type normally acquired from higher educational institutions.

(2) The following certifications are applicable as indicated by the Contracting Officer:

\_\_\_ (i) 52.204-17, Ownership or Control of Offeror.  
 \_\_\_ (ii) 52.222-18, Certification Regarding Knowledge of Child Labor for Listed End Products.  
 \_\_\_ (iii) 52.222-48, Exemption from Application of the Service Contract Labor Standards to Contracts for Maintenance, Calibration, or Repair of Certain Equipment- Certification.  
 \_\_\_ (iv) 52.222-52, Exemption from Application of the Service Contract Labor Standards to Contracts for Certain Services-Certification.  
 \_\_\_ (v) 52.223-9, with its Alternate I, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (Alternate I only).  
 \_\_\_ (vi) 52.227-6, Royalty Information.  
 \_\_\_ (A) Basic.  
 \_\_\_ (B) Alternate I.  
 \_\_\_ (vii) 52.227-15, Representation of Limited Rights Data and Restricted Computer Software.  
 (d) The offeror has completed the annual representations and certifications electronically via the SAM website accessed through <https://www.acquisition.gov>. After reviewing the SAM database information, the offeror verifies by submission of the offer that the representations and certifications currently posted electronically that apply to this solicitation as indicated in paragraph (c) of this provision have been entered or updated within the last 12 months, are current, accurate, complete, and applicable to this solicitation (including the business size standard applicable to the NAICS code referenced for this solicitation), as of the date of this offer and are incorporated in this offer by reference (see FAR 4.1201); except for the changes identified below [*offeror to insert changes, identifying change by clause number, title, date*]. These amended representation(s) and/or certification(s) are also incorporated in this offer and are current, accurate, and complete as of the date of this offer.

FAR Clause #	Title	Date	Change
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Any changes provided by the offeror are applicable to this solicitation only, and do not result in an update to the representations and certifications posted on SAM.

(End of provision)

#### K.5 52.209-2 PROHIBITION ON CONTRACTING WITH INVERTED DOMESTIC CORPORATIONS—REPRESENTATION (MAY 2011)

(a) *Definition*. “Inverted domestic corporation” and “subsidiary” have the meaning given in the clause of this contract entitled Prohibition on Contracting with Inverted Domestic Corporations (52.209-10).

(b) *Relation to Internal Revenue Code*. An inverted domestic corporation as herein defined does not meet the definition of an inverted domestic corporation as defined by the Internal Revenue Code at 26 U.S.C. 7874.

(c) *Representation*. By submission of its offer, the offeror represents that—

- (1) It is not an inverted domestic corporation; and
- (2) It is not a subsidiary of an inverted domestic corporation.

(End of provision)

K.6 52.209-5 CERTIFICATION REGARDING RESPONSIBILITY MATTERS  
(APR 2010)

(a)(1) The Offeror certifies, to the best of its knowledge and belief, that—

(i) The Offeror and/or any of its Principals—

(A) Are *o* are not *o* presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have *o* have not *o*, within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) contract or subcontract; violation of Federal or State antitrust statutes relating to the submission of offers; or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, tax evasion, violating Federal criminal tax laws, or receiving stolen property (if offeror checks “have”, the offeror shall also see 52.209-7, if included in this solicitation);

(C) Are *o* are not *o* presently indicted for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision;

(D) Have *o*, have not *o*, within a three-year period preceding this offer, been notified of any delinquent Federal taxes in an amount that exceeds \$3,000 for which the liability remains unsatisfied.

(1) Federal taxes are considered delinquent if both of the following criteria apply:

(i) *The tax liability is finally determined.* The liability is finally determined if it has been assessed. A liability is not finally determined if there is a pending administrative or judicial challenge. In the case of a judicial challenge to the liability, the liability is not finally determined until all judicial appeal rights have been exhausted.

(ii) *The taxpayer is delinquent in making payment.* A taxpayer is delinquent if the taxpayer has failed to pay the tax liability when full payment was due and required. A taxpayer is not delinquent in cases where enforced collection action is precluded.

(2) *Examples.*

(i) The taxpayer has received a statutory notice of deficiency, under I.R.C. § 6212, which entitles the taxpayer to seek Tax Court review of a proposed tax deficiency. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek Tax Court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(ii) The IRS has filed a notice of Federal tax lien with respect to an assessed tax liability, and the taxpayer has been issued a notice under I.R.C. § 6320 entitling the taxpayer to request a hearing with the IRS Office of Appeals contesting the lien filing, and to further appeal to the Tax Court if the IRS determines to sustain the lien filing. In the course of the hearing, the taxpayer is entitled to contest the underlying tax liability because the taxpayer has had no prior opportunity to contest the liability. This is not a delinquent tax because it is not a final tax liability. Should the taxpayer seek tax court review, this will not be a final tax liability until the taxpayer has exercised all judicial appeal rights.

(iii) The taxpayer has entered into an installment agreement pursuant to I.R.C. § 6159. The taxpayer is making timely payments and is in full compliance with the agreement



terms. The taxpayer is not delinquent because the taxpayer is not currently required to make full payment.

(iv) The taxpayer has filed for bankruptcy protection. The taxpayer is not delinquent because enforced collection action is stayed under 11 U.S.C. 362 (the Bankruptcy Code).

(ii) The Offeror has or has not, within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

(2) "Principal," for the purposes of this certification, means an officer, director, owner, partner, or a person having primary management or supervisory responsibilities within a business entity (*e.g.*, general manager; plant manager; head of a division or business segment; and similar positions).

This Certification Concerns a Matter Within the Jurisdiction of an Agency of the United States and the Making of a False, Fictitious, or Fraudulent Certification May Render the Maker Subject to Prosecution Under Section 1001, Title 18, United States Code.

(b) The Offeror shall provide immediate written notice to the Contracting Officer if, at any time prior to contract award, the Offeror learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

(c) A certification that any of the items in paragraph (a) of this provision exists will not necessarily result in withholding of an award under this solicitation. However, the certification will be considered in connection with a determination of the Offeror's responsibility. Failure of the Offeror to furnish a certification or provide such additional information as requested by the Contracting Officer may render the Offeror non-responsible.

(d) Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render, in good faith, the certification required by paragraph (a) of this provision. The knowledge and information of an Offeror is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.

(e) The certification in paragraph (a) of this provision is a material representation of fact upon which reliance was placed when making award. If it is later determined that the Offeror knowingly rendered an erroneous certification, in addition to other remedies available to the Government, the Contracting Officer may terminate the contract resulting from this solicitation for default.

(End of provision)

K.7. 52.225-18 PLACE OF MANUFACTURE (SEPT 2006)

(a) Definitions. As used in this clause—

“Manufactured end product” means any end product in Federal Supply Classes (FSC) 1000-9999, except—

- (1) FSC 5510, Lumber and Related Basic Wood Materials;
- (2) Federal Supply Group (FSG) 87, Agricultural Supplies;
- (3) FSG 88, Live Animals;
- (4) FSG 89, Food and Related Consumables;
- (5) FSC 9410, Crude Grades of Plant Materials;
- (6) FSC 9430, Miscellaneous Crude Animal Products, Inedible;
- (7) FSC 9440, Miscellaneous Crude Agricultural and Forestry Products;
- (8) FSC 9610, Ores;
- (9) FSC 9620, Minerals, Natural and Synthetic; and
- (10) FSC 9630, Additive Metal Materials.

“Place of manufacture” means the place where an end product is assembled out of components, or otherwise made or processed from raw materials into the finished product that is to be provided to the Government. If a product is disassembled and reassembled, the place of reassembly is not the place of manufacture.

(b) For statistical purposes only, the offeror shall indicate whether the place of manufacture of the end products it expects to provide in response to this solicitation is predominantly—

- (1) ☐ In the United States (Check this box if the total anticipated price of offered end products manufactured in the United States exceeds the total anticipated price of offered end products manufactured outside the United States); or
- (2) ☐ Outside the United States.

K.8. 52.225-20 PROHIBITION ON CONDUCTING RESTRICTED BUSINESS OPERATIONS IN SUDAN—CERTIFICATION (AUG 2009)

(a) *Definitions.* As used in this provision—

“Business operations” means engaging in commerce in any form, including by acquiring, developing, maintaining, owning, selling, possessing, leasing, or operating equipment, facilities, personnel, products, services, personal property, real property, or any other apparatus of business or commerce.

“Marginalized populations of Sudan” means—

- (1) Adversely affected groups in regions authorized to receive assistance under section 8(c) of the Darfur Peace and Accountability Act (Pub. L. 109-344) ([50 U.S.C. 1701 note](#)); and
- (2) Marginalized areas in Northern Sudan described in section 4(9) of such Act.

“Restricted business operations” means business operations in Sudan that include power production activities, mineral extraction activities, oil-related activities, or the production of military equipment, as those terms are defined in the Sudan Accountability and Divestment Act of 2007 (Pub. L. 110-174). Restricted business operations do not include business operations that the person conducting the business can demonstrate—

- (1) Are conducted under contract directly and exclusively with the regional government of southern Sudan;
- (2) Are conducted pursuant to specific authorization from the Office of Foreign Assets Control in the Department of the Treasury, or are expressly exempted under Federal law from the requirement to be conducted under such authorization;
- (3) Consist of providing goods or services to marginalized populations of Sudan;
- (4) Consist of providing goods or services to an internationally recognized peacekeeping force or humanitarian organization;
- (5) Consist of providing goods or services that are used only to promote health or education; or
- (6) Have been voluntarily suspended.

(b) *Certification.* By submission of its offer, the offeror certifies that it does not conduct any restricted business operations in Sudan.

(End of provision)

#### K.9 AUTHORIZED CONTRACT ADMINISTRATOR

If the offeror does not fill-in the blanks below, the official who signed the offer will be deemed to be the offeror's representative for Contract Administration, which includes all matters pertaining to payments.

Name: \_\_\_\_\_

Address: \_\_\_\_\_

\_\_\_\_\_

Telephone No.: \_\_\_\_\_

#### K.10 652.225-70 ARAB LEAGUE BOYCOTT OF ISRAEL (AUG 1999)

(a) Definitions. As used in this provision:

“Foreign person” means any person other than a United States person as defined below.

“United States person” means any United States resident or national (other than an individual resident outside the United States and employed by other than a United States person), any domestic concern (including any permanent domestic establishment of any

foreign concern), and any foreign subsidiary or affiliate (including any permanent foreign establishment) of any domestic concern which is controlled in fact by such domestic concern, as provided under the Export Administration Act of 1979, as amended.

- (b) Certification. By submitting this offer, the offeror certifies that it is not:
- (1) Taking or knowingly agreeing to take any action, with respect to the boycott of Israel by Arab League countries, which Section 8(a) of the Export Administration Act of 1979, as amended (50 U.S.C. 2407(a)) prohibits a United States person from taking; or,
  - (2) Discriminating in the award of subcontracts on the basis of religion.

K.11 652.228-70 DEFENSE BASE ACT – COVERED CONTRACTOR EMPLOYEES  
(JUN 2006)

(a) Bidders/offerors shall indicate below whether or not any of the following categories of employees will be employed on the resultant contract, and, if so, the number of such employees:

Category	Yes/No	Number
(1) United States citizens or residents		
(2) Individuals hired in the United States, regardless of citizenship		
(3) Local nationals or third country nationals where contract performance takes place in a country where there are no local worker's compensation laws		Local Nationals:  Third Country Nationals:
(4) Local nationals or third country nationals where performance takes place in a country where there are local worker's compensation laws		Local Nationals:  Third Country Nationals:

(b) The Contracting Officer has determined that for performance in the country of **Barbados**

- ☒ Workers' compensation laws exist that will cover local nationals and third country nationals.
- ☐ Workers' compensation laws do not exist that will cover local nationals and third country nationals.

(c) If the bidder/offeror has indicated "yes" in block (a)(4) of this provision, the bidder/offeror shall not purchase Defense Base Act insurance for those employees. However, the bidder/offeror shall assume liability toward the employees and their beneficiaries for war-hazard injury, death, capture, or detention, in accordance with the clause at FAR 52.228-4.

(d) RESERVED

(End of provision)

The following DOSAR is provided in full text:

**652.209-79 REPRESENTATION BY CORPORATION REGARDING AN UNPAID DELINQUENT TAX LIABILITY OR A FELONY CRIMINAL CONVICTION UNDER ANY FEDERAL LAW (SEPT 2014) (DEVIATION per PIB 2014-21)**

(a) In accordance with section 7073 of Division K of the Consolidated Appropriations Act, 2014 (Public Law 113-76) none of the funds made available by that Act may be used to enter into a contract with any corporation that –

(1) Was convicted of a felony criminal violation under any Federal law within the preceding 24 months, where the awarding agency has direct knowledge of the conviction, unless the agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government; or

(2) Has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability, where the awarding agency has direct knowledge of the unpaid tax liability, unless the Federal agency has considered, in accordance with its procedures, that this further action is not necessary to protect the interests of the Government.

For the purposes of section 7073, it is the Department of State's policy that no award may be made to any corporation covered by (1) or (2) above, unless the Procurement Executive has made a written determination that suspension or debarment is not necessary to protect the interests of the Government.

(b) Offeror represents that—

(1) It is ☐ is not ☐ a corporation that was convicted of a felony criminal violation under a Federal law within the preceding 24 months.

(2) It is ☐ is not ☐ a corporation that has any unpaid Federal tax liability that has been assessed for which all judicial and administrative remedies have been exhausted or have lapsed, and that is not being paid in a timely manner pursuant to an agreement with the authority responsible for collecting the tax liability.

(End of provision)

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES  
TO OFFERORS OR QUOTERS

L.1 52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates the following provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at: <http://acquisition.gov/far/index.html/> or <http://farsite.hill.af.mil/vffara.htm>. These addresses are subject to change.

If the Federal Acquisition Regulation (FAR) is not available at the locations indicated above, use of the Department of State Acquisition website at <http://www.statebuy.state.gov/> or an Internet "search engine" (for example, Google, Yahoo or Excite) is suggested to obtain the latest location of the most current FAR.

The following Federal Acquisition Regulation provision(s) is/are incorporated by reference (48 CFR CH. 1):

<u>PROVISIONS</u>	<u>TITLE AND DATE</u>
52.204-7	SYSTEM FOR AWARD MANAGEMENT (JULY 2013)
52.204-16	COMMERCIAL AND GOVERNMENT ENTITY CODE REPORTING (NOV 2014)
52.214-34	SUBMISSION OF OFFERS IN THE ENGLISH LANGUAGE (APR 1991)
52.215-1	INSTRUCTIONS TO OFFERORS—COMPETITIVE ACQUISITION (JAN 2004)
52.236-28	PREPARATION OF PROPOSALS – CONSTRUCTION (OCT 1997)

L.2 SOLICITATION PROVISIONS IN FULL TEXT

52.216-1 TYPE OF CONTRACT (APR 1984)

The Government contemplates award of a **firm fixed price** contract resulting from this solicitation.

(End of provision)

#### 52.233-2 SERVICE OF PROTEST (SEPT 2006)

- (a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from U.S. Embassy, Wildey Business Park, Wildey, St. Michael.
- (b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.  
(End of provision)

#### L.3 QUALIFICATIONS OF OFFERORS

Offerors must be technically qualified and financially responsible to perform the work described in this solicitation. At a minimum, each Offeror must meet the following requirements:

- (1) Be able to understand written and spoken English;
- (2) Have an established business with a permanent address and telephone listing;
- (3) Be able to demonstrate prior construction experience with suitable references for company and Project manager;
- (4) List of clients over the past 2 years, demonstrating prior experience with relevant past performance information and references (provide dates of contracts, places of performance, value of contracts, contact names, telephone and fax numbers and email addresses). If the offeror has not performed comparable services in Barbados then the offeror shall provide its international experience. Offerors are advised that the past performance information requested above may be discussed with the client's contact person. In addition, the client's contact person may be asked to comment on the offeror's:

- Quality of services provided under the contract;
- Compliance with contract terms and conditions;
- Effectiveness of management;
- Willingness to cooperate with and assist the customer in routine matters, and when confronted by unexpected difficulties; and
- Business integrity / business conduct. The Government will use past performance information primarily to assess an offeror's capability to meet the solicitation performance requirements, including the relevance and successful performance of the offeror's work experience. The Government may also use this data to evaluate the credibility of the offeror's proposal. In addition, the Contracting Officer may use past performance information in making a determination of responsibility.

- (5) Evidence that the offeror/quoter can provide the necessary personnel, equipment, and financial resources needed to perform the work;
- (6) The offeror shall address its plan to obtain all licenses and permits required by local law (see DOSAR 652.242-73 in Section 2). If offeror already possesses the locally required licenses and permits, a copy shall be provided.
- (7) The offeror's strategic plan for Bridgetown services to include but not limited to:
  - (a) A work plan taking into account all work elements in Section 1, Performance Work Statement.
  - (b) Identify types and quantities of equipment, supplies and materials required for performance of services under this contract. Identify if the offeror already possesses the listed items and their condition for suitability and if not already possessed or inadequate for use how and when the items will be obtained;
  - (c) Plan of ensuring quality of services including but not limited to contract administration and oversight; and
  - (d) (1) if insurance is required by the solicitation, a copy of the Certificate of Insurance(s), **or** (2) a statement that the Contractor will get the required insurance, and the name of the insurance provider to be used.
- (8) Have the ability to obtain a performance and guarantee bond and a payment bond, or to post adequate performance security, such as irrevocable letters of credit or guarantees issued by a reputable financial institution;
- (9) Have no adverse criminal record; and
- (10) Have no political or business affiliation which could be considered contrary to the interests of the United States.

#### L.4 REVIEW OF DOCUMENTS

Each Offeror is responsible for:

- (1) Obtaining a complete set of contract drawings and specifications;
- (2) Thoroughly reviewing such documents and understanding their requirements;
- (3) Visiting the project site and becoming familiar with all working conditions, local laws and regulations; and
- (4) Determining that all materials, equipment and labor required for the work are available.

Any ambiguity in the solicitation, including specifications and contract drawings, must be reported immediately to the Contracting Officer. Any prospective Offeror who requires a clarification, explanation or interpretation of the contract requirements must make a request to



the Contracting Officer not less than ten working days before the closing date of the solicitation. Offerors may rely ONLY upon written interpretations by the Contracting Officer.

## L.5 SUBMISSION OF OFFERS

### L.5.1 SUMMARY OF INSTRUCTIONS

Each offer shall consist of the following physically separate volumes:

Volume	Title	No. of Copies*
I	Executed Standard Form 1442, <i>Solicitation, Offer and Award (Construction, Alteration, or Repair)</i> , and completed Section K	2
II	Price Proposal and Completed Section B. The price proposal shall include a completed Section J, Attachment 4, "Breakdown of Proposal Price by Divisions of Specifications".	2
III	Performance schedule in the form of a "bar chart" and Business Management/Technical Proposal.	2

Submit the complete offer to the address indicated at Block 7 of Standard Form (SF) 1442, if mailed, or if hand-delivered, the address set forth below (if this is left blank, the address is the same as that in Block 7 of SF-1442):

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The offeror shall identify and explain/justify any deviations, exceptions, or conditional assumptions taken with respect to any of the instructions or requirements of this solicitation in the appropriate volume of the offer.

### L.5.2 DETAILED INSTRUCTIONS

L.5.2.1 Volume I: Standard Form (SF) 1442 and Section K. Complete blocks 14 through 20C of the SF-1442 and all of Section K.

L.5.2.2 Volume II: Price proposal and Section B. The price proposal shall consist of completion of Section B and Section J, Attachment 4, "BREAKDOWN OF PROPOSAL PRICE BY DIVISIONS OF SPECIFICATIONS. Complete all applicable portions of this form in each relevant category (such as., labor, materials, etc.).

L.5.2.3 Volume III: Performance schedule and Business Management/Technical Proposal.

(a) Present the performance schedule in the form of a "bar chart" indicating when the various portions of the work will be commenced and completed within the required contract completion schedule. This bar chart shall be in sufficient detail to clearly show each segregable portion of work and its planned commencement and completion date.

(b) The Business Management/Technical Proposal shall be in two parts, including the following information:

PROPOSED WORK INFORMATION - Provide the following:

- (1) A list of the names, addresses and telephone numbers of the owners, partners, and principal officers of the Offeror;
- (2) The name and address of the Offeror's field superintendent for this project; and
- (3) A list of the names, addresses, and telephone numbers of subcontractors and principal materials suppliers to be used on the project, indicating what portions of the work will be performed by them.

EXPERIENCE AND PAST PERFORMANCE - List all contracts and subcontracts your company has held over the past three years for the same or similar work. Provide the following information for each contract and subcontract:

- (1) Customer's name, address, and telephone numbers of customer's lead contract and technical personnel;
- (2) Contract number and type;
- (3) Date of the contract award place(s) of performance, and completion dates;
- (4) Contract dollar value;
- (5) Brief description of the work, including responsibilities;
- (6) Comparability to the work under this solicitation;
- (7) Brief discussion of any major technical problems and their resolution;
- (8) Method of acquisition (fully competitive, partially competitive, or noncompetitive), and the basis for award (cost/price, technical merit, etc.);
- (9) Cost/price management history, including any cost overruns and under runs, and cost growth and changes;
- (10) Percent turnover of contract key technical personnel per year; and
- (11) Any terminations (partial or complete) and the reason (convenience or default)
- (12) Identify any accidents or safety concerns that occurred and resolution.

L.6 52.236-27 SITE VISIT (FEB 1995)

(a) The clauses at 52.236-2, Differing Site Conditions, and 52.236-3, Site Investigations and Conditions Affecting the Work, will be included in any contract awarded as a result of this solicitation. Accordingly, offerors or quoters are urged and expected to inspect the site where the work will be performed.

(b) A site visit has been scheduled for July 30, 2015

(c) Participants will meet at the Warehouse of the U.S. Embassy, Wildey Business Park, Wildey, St. Michael

L.7 652.206-70 COMPETITION ADVOCATE/OMBUDSMAN (AUG 1999)  
(DEVIATION)

(a) The Department of State's Competition Advocate is responsible for assisting industry in removing restrictive requirements from Department of State solicitations and removing barriers to full and open competition and use of commercial items. If such a solicitation is considered competitively restrictive or does not appear properly conducive to competition and commercial practices, potential offerors are encouraged to first contact the contracting office for the respective solicitation.

If concerns remain unresolved, contact the Department of State Competition Advocate on (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Competition Advocate  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(b) The Department of State's Acquisition Ombudsman has been appointed to hear concerns from potential offerors and contractors during the pre-award and post-award phases of this acquisition. The role of the ombudsman is not to diminish the authority of the Contracting Officer, the Technical Evaluation Panel or Source Evaluation Board, or the selection official. The purpose of the ombudsman is to facilitate the communication of concerns, issues, disagreements, and recommendations of interested parties to the appropriate Government personnel, and work to resolve them. When requested, and appropriate, the ombudsman will maintain strict confidentiality as to the source of the concern. The ombudsman does not participate in the evaluation of proposals, the source selection process, or the adjudication of formal contract disputes.

Interested parties are invited to contact the contracting activity ombudsman. For a U.S. Embassy or overseas post, refer to the numbers below for the Department Acquisition Ombudsman.

Concerns, issues, disagreements, and recommendations which cannot be resolved at a contracting activity level may be referred to the Department of State Acquisition Ombudsman at (703) 516-1696, by fax at (703) 875-6155, or by writing to:

Acquisition Ombudsman  
U.S. Department of State  
A/OPE  
SA-15, Room 1060  
Washington, DC 20522-1510.

(End of provision)

#### L.8 MAGNITUDE OF CONSTRUCTION PROJECT

It is anticipated that the range in price of this contract will be between \$100,000 and \$250,000.

#### L.9 FINANCIAL STATEMENT

If asked by the Contracting Officer, the offeror shall provide a current statement of its financial condition, certified by a third party, that includes:

Income (profit-loss) Statement that shows profitability for the past 1 year;

Balance Sheet that shows the assets owned and the claims against those assets, or what a firm owns and what it owes; and

Cash Flow Statement that shows the firm's sources and uses of cash during the most recent accounting period. This will help the Government assess a firm's ability to pay its obligations.

The Government will use this information to determine the offeror's financial responsibility and ability to perform under the contract. Failure of an offeror to comply with a request for this information may cause the Government to determine the offeror to be nonresponsible.

## SECTION M - EVALUATION FACTORS FOR AWARD

### M.1 EVALUATION OF PROPOSALS

M.1.1 GENERAL. To be acceptable and eligible for evaluation, proposals must be prepared in accordance with Section L - INSTRUCTIONS, CONDITIONS AND NOTICES TO OFFERORS, and must meet all the requirements set forth in the other sections of this solicitation.

#### M.1.2 BASIS FOR AWARD

The Government intends to award a contract resulting from this solicitation to the lowest priced, technically acceptable offeror who is a responsible contractor. The evaluation procedures are set forth below:

(a) INITIAL EVALUATION. The Government will evaluate all proposals received to ensure that each proposal is complete in terms of submission of each required volume, as specified in Section L. The Government may reject proposals which are missing a significant amount of the required information.

(b) TECHNICAL EVALUATION. After the Initial Evaluation, the Government will review those proposals remaining for consideration to determine technical acceptability. The Government will consider the following evaluation criteria in determining the acceptability of the technical proposal. To be considered technically acceptable, the technical proposal must provide the information requested in Section L and conform to the requirements of the solicitation.

- The Proposed Work Information described in L.5.2.3(b).
- The qualifications and experience of the offeror's proposed project superintendent and subcontractors.
- Experience and Past Performance (L.5.2.3.(b)). The Government may contact references to verify the quality of the past performance.
- The performance schedule (bar chart) (Section L.5.2.3.).
- Responses to all other technical requirements contained in the solicitation.

(c) The Government will make a responsibility determination by analyzing whether the apparent successful offeror complies with the requirements of FAR 9.1, including:

- adequate financial resources or the ability to obtain them;

- ability to comply with the required performance period, taking into consideration all existing commercial and governmental business commitments;
- satisfactory record of integrity and business ethics;
- necessary organization, experience, and skills or the ability to obtain them;
- necessary equipment and facilities or the ability to obtain them; and
- be otherwise qualified and eligible to receive an award under applicable laws and regulations.

The Government reserves the right to reject proposals that are unreasonably low or high in price. Unsuccessful offerors will be notified in accordance with FAR 15.5.

#### M.1.3 AWARD SELECTION

The Government will review the prices of all technically acceptable firms and award the contract to the lowest priced, technically acceptable, responsible offeror.

#### M.2 AWARD WITHOUT DISCUSSIONS

Under FAR provision 52.215-1 (included in Section L of this RFP), award of this contract may be made based on initial proposals and without holding discussions, following FAR 15.306(a)(3).

#### M.3 52.225-17 EVALUATION OF FOREIGN CURRENCY OFFERS (FEB 2000):

If the Government receives offers in more than one currency, the Government will evaluate offers by converting the foreign currency to United States currency using the exchange rate used by the Embassy in effect as follows:

- (a) For acquisitions conducted using sealed bidding procedures, on the date of bid opening.
- (b) For acquisitions conducted using negotiation procedures—
  - (1) On the date specified for receipt of offers, if award is based on initial offers; otherwise
  - (2) On the date specified for receipt of proposal revisions.

#### M.4 SEPARATE CHARGES

Separate charges, in any form, are not solicited. For example, any charges for failure to exercise an option are unacceptable.